ORDINANCE NO. __2013-118__

AN ORDINANCE OF THE CITY OF DENTON, TEXAS PROVIDING FOR, AUTHORIZING, AND APPROVING A THREE (3) YEAR EXPENDITURE OF FUNDS FOR THE PURCHASE OF A GEOGRAPHIC INFORMATION/FACILITIES MANAGEMENT SYSTEM (GIS), SOFTWARE PRODUCTS FOR GIS CORE OPERATIONS, ENHANCED WEB-BASED GIS, AND A NEW OUTAGE MANAGEMENT SYSTEM FROM TELVENT USA, LLC, WHICH IS AVAILABLE FROM ONLY ONE SOURCE AND IN ACCORDANCE WITH CHAPTER 252.022 OF THE TEXAS LOCAL GOVERNMENT CODE SUCH PURCHASES ARE EXEMPT FROM THE REQUIREMENTS OF COMPETITIVE BIDDING; AND PROVIDING AN EFFECTIVE DATE (FILE 5225-PURCHASE OF GIS SOFTWARE PRODUCTS, ENHANCED WEB-BASED GIS, AND OUTAGE MANAGEMENT SYSTEM IN THE NOT-TO-EXCEED AMOUNT OF $491,813.75).

WHEREAS, Section 252.022 of the Local Government Code provides that procurement of items that are only available from one source, including; items that are only available from one source because of patents, copyrights, secret processes or natural monopolies; films, manuscripts or books; electricity, gas, water and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and need not be submitted to competitive bids; and

WHEREAS, the City Council wishes to procure one or more of the items mentioned in the above paragraph; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The following purchase of materials, equipment or supplies, as described in the "File" listed hereon, and on file in the office of the Purchasing Agent, and the license terms attached are hereby approved:

FILE NUMBER	VENDOR	AMOUNT
5225	Telvent USA, LLC	$491,813.75

SECTION 2. The City Council hereby finds that this bid, and the award thereof, constitutes a procurement of items that are available from only one source, including, items that are only available from one source because of patents, copyrights, secret processes or natural monopolies; films, manuscripts or books; electricity, gas, water and other utility purchases; captive replacement parts or components for equipment; and

library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and need not be submitted to competitive bids.

SECTION 3. The acceptance and approval of the above items shall not constitute a contract between the City and the person submitting the quotation for such items until such person shall comply with all requirements specified by the Purchasing Department.

SECTION 4. The City Manager is hereby authorized to execute any contracts relating to the items specified in Section 1 and the expenditure of funds pursuant to said contracts is hereby authorized.

SECTION 5. The City Council of the City of Denton, Texas hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under File 5225 to the City Manager of the City of Denton, Texas, or his designee.
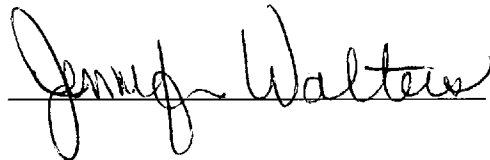
SECTION 6. This ordinance shall become effective immediately upon its passage and approval.
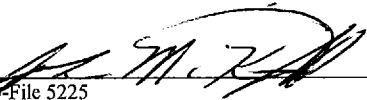
PASSED AND APPROVED this the _____7th_____ day of _____May_____, 2013.

_____
MARK A. BURROUGHS, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: _____
5-ORD-File 5225

STATE OF TEXAS §
§
COUNTY OF DENTON §

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES RE ARCFM SOLUTION UPGRADE

THIS AGREEMENT is made and entered into as of the _7th_ day of May, 2013, by and between the City of Denton, Texas, a Texas Municipal Corporation, with its principal offices at 215 East McKinney Street, Denton, Texas 76201 (hereinafter "City") and Telvent USA LLC, a limited liability company, with offices at 4701 Royal Vista Circle, Fort Collins, Colorado, 80528 (hereinafter "CONSULTANT"); the parties acting herein, by and through their duly-authorized officers and representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually AGREE as follows:

ARTICLE I
EMPLOYMENT OF CONSULTANT

The CITY hereby contracts with CONSULTANT, as an independent contractor, and the CONSULTANT hereby agrees to perform the services herein in connection with the scope of services as stated in the Articles to follow, with diligence and in accordance with the professional standards customarily obtained for such services in the State of Texas.

ARTICLE II
SCOPE OF SERVICES

The CONSULTANT shall perform the following services in a professional manner:

A. Consultant, an international software engineering firm, shall provide to the City professional and personal consulting services pertaining to CONSULTANT'S Scope of Work entitled "ArcFM Solution Upgrade Services", dated March 27, 2013 which is a thirty-three (33) page document from CONSULTANT to Denton Municipal Electric, which letter is attached hereto as Exhibit "A" and is incorporated herewith by reference.

B. To consult with key personnel within Denton Municipal Electric and the Technology Services Department of the CITY, and any other designated city personnel regarding any and all aspects of the services to be performed pursuant to this Agreement.

ARTICLE III
ADDITIONAL SERVICES

Any additional services to be performed by CONSULTANT, if authorized by the CITY, which are not included in the above-described Scope of Work, CONSULTANT, who shall determine, in writing, the scope of such additional services, the amount of compensation for such additional services, and other essential terms pertaining to the provision of such additional services by CONSULTANT.

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ARTICLE IV
PERIOD OF SERVICE

This Agreement shall become effective upon execution by the CITY and the CONSULTANT and upon the issuance of a notice to proceed by the CITY. The termination date of this Agreement shall be upon the earliest to occur of the following events: completion of the work described here, including additional services, and in the attached Exhibit "A"; or upon the depletion and exhaustion of the $491,813.75 not-to-exceed amount provided for herein; or upon fifteen (15) days written notice to terminate, issued by the City Manager. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. The CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expediently as possible and to meet the schedules established by the CITY, acting through its Assistant City Manager of Utilities or his designee.

ARTICLE V
COMPENSATION

A. COMPENSATION TERMS:

Compensation terms are pursuant to the "Service Quote" contained on page 31 of the above Scope of Work. Reference is expressly made to page 30 for the specific figures and the assumptions.

"Direct Non-Labor Expense" is defined as that expense, based upon actual cost, for any out-of-pocket expense reasonably incurred by CONSULTANT in the performance of this Agreement for supplies, long-distance telephone, telecopier, reproduction expense, overnight courier, photocopy expense, transportation, travel, communications, subsistence and lodging away from home and similar incidental expenses reasonably incurred in connection with the Project, All expenses are included in the fixed price Service Quote on page 31 of the Scope of Work.

B. BILLING AND PAYMENT:

For and in consideration of the professional services to be performed by the CONSULTANT herein, the CITY agrees to pay CONSULTANT a total fee, including reimbursement for direct non-labor expenses, of not-to-exceed $491,813.75 for those services described in Exhibit "A" attached hereto.

Payments to CONSULTANT will be made by the CITY on the basis of the milestone payment schedule as detailed on page 31 of the Scope of Work and rendered to the CITY through the General Manager of Denton Municipal Electric ("DME") of designee. The fee bills as submitted, shall be allowed and approved, or shall be disallowed for case, by the General Manager of DME or designees.

Nothing contained in this Article shall require the CITY to pay for any work which is unsatisfactory as reasonably determined by the General Manager of DME Utilities or designee, or which is not submitted in compliance with the terms of this Agreement. The CITY shall not be required to make any payments to the CONSULTANT when the

CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the CITY for any charge, expense or reimbursement above the maximum not-to-exceed fee as stated, without first having obtained written authorization from the CITY. CONSULTANT shall not proceed to perform any services to be later provided for under Article III. "Additional Services" without first obtaining prior written authorization from the CITY.

C.   ADDITIONAL SERVICES: For additional services authorized in writing by the CITY in Article III hereinabove, CONSULTANT shall be paid based on a to-be-agreed-upon Schedule of Charges. Payments for additional services shall be due and payable upon submission by CONSULTANT, and shall be in accordance with Article V.B. herein. Statements for Basic Services and any Additional Services shall be submitted to CITY no more frequently than once monthly.

D.   PAYMENT

If the CITY fails to make payments due to CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT'S undisputed statement thereof, the amounts due the CONSULTANT will be increased by the rate of statutory Prompt Payment Act interest as provided under Texas law from the said thirtieth (30th) day, and in addition, the CONSULTANT may, after giving ten (10) days' written notice to the CITY, suspend services under this Agreement until the CONSULTANT has been paid in full for all amounts then due and owing for services, expenses and charges provided. However, nothing herein shall require the OWNER to pay the Prompt Payment interest referenced above if the CITY reasonably determines that the work of CONSULTANT is unsatisfactory, in accordance with Article V, Compensation, and the CITY promptly notifies CONSULTANT in writing within twenty-one (21) days of any such defect, specifying the work which it deems to be unsatisfactory..

ARTICLE VI
OBSERVATION AND REVIEW OF THE WORK

A.   CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the CITY any defects or deficiencies in the work of the CONSULTANT or any of its subcontractors or subconsultants.

B.   All deliverables submitted to the CITY shall be reviewed and checked within two weeks of delivery. Deliverables are outlined in Exhibit "A" – Scope of Work and include completed work (documents, services, code, etc.) provided to CITY for review. CONSULTANT shall be notified in writing of any pending delays in review periods.

C.   All reviews will be performed on the basis of work correctness and compliance with the Agreement. The CITY reserves the right to return for correction within these approximate review periods any and all products that are in error of have not been prepared within the scope of work; unless otherwise notified in writing, these corrections will be incorporated in another work task submittal.

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D.   The correction procedures of CONSULTANT shall not affect the overall production schedule. Once final acceptance is given on any deliverable product, any further modifications required of CONSULTANT for that accepted product shall be considered Additional Services per Article III, and shall be billable at appropriate current hourly rates.

E.   CITY must exercise due diligence and shall ensure that factors beyond the control of CONSULTANT, such as CITY delays and failure to fulfill CITY responsibilities, shall not interfere with CONSULTANT's ability to complete the services. CITY shall notify CONSULTANT of any such factors that may cause delays in the completion of tasks or changes to the scope of work, and both parties will mutually determine required modifications to this Agreement.

F.   At the conclusion of project acceptance, CONSULTANT will request that CITY sign an acceptance certificate. CITY's production use of any given application prior to receipt of an acceptance certificate shall constitute acceptance on the part of the CITY. Production use shall be defined as the use of the application in an environment that includes Client's system of record database.

ARTICLE VII
OWNERSHIP OF DOCUMENTS

All documents, analyses and other data and deliveries prepared by CONSULTANT under this Agreement as described in the Scope of Work ("Work Product") are instruments of service and are and shall remain the property of CONSULTANT. CONSULTANT grants a personal, non-transferable, nonexclusive license to use and copy the Work Products (as defined in Attachment "A" Scope of Work) solely for CITY's internal business purposes. CITY shall include CONSULTANT'S copyright notice and any other legend of ownership on all copies of the Work Product as such notice appears on the originals. CITY shall not make, sell, translate, export, license, sublicense, localize, use with any time-sharing or for service bureau arrangements, or transmit to any person outside of CITY'S internal business organization, the Work Product.

The Work Products shall not be changed or used for purposes other than those set forth in this Agreement without the prior written approval of CONSULTANT. If CITY releases the Work Products to a third party without CONSULTANT prior written consent, or changes or uses he Work Products other than as intended hereunder, CITY does so at its sole risk and discretion and CONSULTANT shall not be liable for any claims or damages resulting from or connected with the release or any third party's use of the Work Products; and CITY shall be considered in breach of this Agreement and CONSULTANT shall have all rights to remedy as provided hereunder.

ARTICLE VIII
INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to CITY as an independent contractor, not as an employee of the CITY. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE IX
INDEMNITY AGREEMENT

A.   The CONSULTANT shall indemnify and save and hold harmless the CITY and its officials, officers, agents, attorneys and employees from and against any and all liability, claims, demands, damages, losses and expenses, including but not limited to court costs and reasonable attorney fees incurred by the CITY, and including without limitation damages for bodily and personal injury, death and property damage, resulting from the negligent acts or omissions of the CONSULTANT or its subconsultants in performance of this Agreement. PROVIDED HOWEVER, the total liability of CONSULTANT hereunder, in any event, shall in no event exceed $1,000,000.

B.   The CITY, to the extent provided by applicable law, shall indemnify and save and hold harmless CONSULTANT and its officials, officers, agents, attorney, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to court costs and reasonable attorney's fees incurred by CONSULTANT and including, without limitation, damages for bodily and personal injury, death, or property damage, resulting from the negligent acts or omissions of the CITY, or its officers, agents, subcontractors, sub-consultants, attorney, and employees in the execution, operation, or performance of this Agreement

C.   Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement and nothing herein shall waive any of the party's defenses, both at law or equity, to any claim, cause of action or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE X
INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency, that has a rating with A. M. Best Rate Carriers of at least an "A-" or above:

A.   Comprehensive General Liability Insurance with bodily injury limits of not less than $1,000,000 for each occurrence and not less than $1,000,000 in the aggregate, and with property damage limits of not less than $100,000 for each occurrence and not less than $100,000 in the aggregate.

B.   Automobile Liability Insurance with bodily injury limits of not less than $1,000,000 for each person and not less than $1,000,000 for each accident and with property damage limits for not less than $100,000 for each accident.

C.   Worker's Compensation Insurance (if applicable) in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $100,000 for each accident.

D.   Professional Liability Insurance with limits of not less than $1,000,000 annual aggregate.

E.   CONSULTANT shall furnish insurance certificates or insurance policies at the CITY's request to evidence such coverage to the extent that is possible. Otherwise CONSULTANT

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shall furnish to CITY within fifteen (15) days of the date of approval of this Agreement, certificates of insurance evidencing the required coverage. The insurance policies shall name the CITY as an additional insured on all such policies to the extent legally possible (save and except the coverage described in Subparagraph C. and D. of this Article), and shall contain a provision that such insurance shall not be cancelled or modified without thirty (30) days prior written notice to CITY and CONSULTANT. In such event, the CONSULTANT shall, prior to the effective date of the change or cancellation of coverage, deliver copies of any such substitute policies furnishing at least the same policy limits and coverage to OWNER.

ARTICLE XI
ARBITRATION AND ALTERNATE DISPUTE RESOLUTION

The parties may agree to settle any disputes under this Agreement by submitting the dispute to arbitration or other means of alternate dispute resolution such as mediation. No arbitration or alternate dispute resolution arising out of or relating to, this Agreement involving one party's disagreement may include the other party to the disagreement without the other's approval.

ARTICLE XII
LIMITATION OF LIABILITY

A. CONSULTANT's liability to the CITY shall extend only to those actual damages suffered by the CITY as a result of CONSULTANT's breach of this Agreement. CONSULTANT's liability shall not exceed the amount actually paid by the CITY for the professional services involved in this Agreement.

B. Notwithstanding the provisions of Article XII.A of this Agreement, the provisions and the insurance coverage provided for in Article X. of this Agreement shall apply, and shall be in full force and effect. CONSULTANT must maintain the insurance set forth in Article X. or otherwise, upon the occurrence of an insurable event for which CONSULTANT should be covered under the terms of this Agreement, CONSULTANT shall be liable to CITY for actual damages, up to the required face amount of each applicable insurance policy. In no event will Consultant be liable to CITY for any indirect, consequential, or special damages.

ARTICLE XIII
CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall CONSULTANT be liable to CITY for any interest, loss of anticipated revenues, earning, profits, or increases expense of operations, or for any consequential indirect, or special damages.

ARTICLE XIV
PROFESSIONAL STANDARDS

CONSULTANT will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or consultants performing the same degree of similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

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ARTICLE XV
TERMINATION OF AGREEMENT

A.   Notwithstanding any other provision of this Agreement, either party may terminate this Agreement by providing thirty (30) days advance written notice to the other party.

B.   Alternatively, this Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be effected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the nonperformance or other reason(s), and not less than (30) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.

C.   If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the CITY within thirty (30) days after the date of termination. The CITY shall pay CONSULTANT for all services properly rendered and satisfactorily performed, and for reimbursable expenses prior to notice of termination being received by CONSULTANT, in accordance with Article V of this Agreement. Should the CITY subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information to the CITY and the new consultant. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination but may maintain copies of such documents for its use.

ARTICLE XVI
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval of the work by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, its officers, employees, agents, subcontractors, and sub-consultants for the accuracy and competency of their designs or other work performed pursuant to this Agreement; nor shall such approval by the CITY be deemed as an assumption of such responsibility by the CITY for any defect in the design or other work prepared by the CONSULTANT, its officers, employees, agents, subcontractors, and sub-consultants.

ARTICLE XVII
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered, faxed e-mailed, or may be mailed to the respective parties by depositing same in the United States mail at the addresses shown below, by means of U. S. Mail, postage prepaid, certified mail, return receipt requested, unless otherwise specified herein.
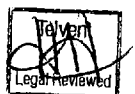
To CONSULTANT: To CITY:

Telvent USA, LLC   City of Denton, Texas
Attn: Legal Department   Attn: Jerry Fielder, P.E.
4701 Royal Vista Circle   1659 Spencer Road
Fort Collins, CO 80528   Denton, Texas 76205

Fax No. (970) 223-5577   Fax No. (940) 349-7334

                                            And

                                            City of Denton, Texas
                                            Attn: City Manager
                                            215 East McKinney Street
                                            Denton, Texas 76201

                                            Fax: (940) 349- 8596

        All notices under this Agreement shall be effective upon their actual receipt by the party to whom such notice is given or within three days after the date of mailing.

ARTICLE XVIII
ENTIRE AGREEMENT

        This Agreement, consisting of thirteen (13) pages and Exhibit "A" consisting of thirty-one (31) pages, constitutes the complete and final expression of the Agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications understandings, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE XIX
SEVERABILITY

        If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement, and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement, to the extent reasonably possible, to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the original intentions of the parties respecting any such stricken provision.

ARTICLE XX
COMPLIANCE WITH LAWS

        The CONSULTANT shall comply with all federal, state, local laws, rules, regulations, and ordinances applicable to the work performed by CONSULTANT hereunder, as they may now read or hereafter be amended.

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ARTICLE XXI
DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE XXII
PERSONNEL

A. The CONSULTANT represents that it has secured, or will secure at its own expense at its own expense any additional personnel required to perform all the services under this Agreement. Such personnel shall be subconsultants of CONSULTANT, and shall not be employees or officers of, nor have any contractual relations with the CITY. CONSULTANT shall inform the CITY of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.

B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in performing the work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

C. It is hereby mutually agreed that the CITY and CONSULTANT will not solicit, hire, or contract with any employee(s) of the CITY's or CONSULTANT's staff who are associated with efforts called for under this Agreement during the term of this Agreement and for a period of one (1) year thereafter. In the event the foregoing provision is breached, liquidated damages equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by the hiring party, whether CITY or CONSULTANT.

ARTICLE XXIII
ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment, novation or otherwise) without the prior written consent of the OWNER. CONSULTANT shall promptly notify OWNER, in writing, of any change of its name as well as of any material change in its corporate structure, its location, and/or its operations.

ARTICLE XXIV
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed.

The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

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ARTICLE XXV
MISCELLANEOUS

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A.   The following Exhibit "A" is attached to, incorporated herewith by reference, and made a part of this Agreement for all purposes pertinent:

<div align="center">

Exhibit "A" --- CONSULTANT'S Scope of Work

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B.   CONSULTANT agrees thatCITY shall, until the expiration of four (4) years after the final payment made by CITY under this Agreement, have access to and the right to examine any pertinent books, documents, papers and records of the CONSULTANT involving transactions relating to this Agreement. CONSULTANT agrees that OWNER shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate working space in order to conduct examinations or audits in compliance with this Article. CITY shall give CONSULTANT reasonable advance notice of all intended examinations or audits.

C.   Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

D.   For the purpose of this Agreement, the key persons who will serve as Project Manager respecting this engagement shall be Brent Heath , and Rick Frymyer, Strategic Account Manager of CONSULTANT. However, nothing herein shall limit CONSULTANT from using other qualified and competent consultants and administrative support personnel of their firm to perform the services required herein.

E.   CONSULTANT shall commence, carry on, and complete its work on the Project with all applicable dispatch, and in a sound, economical, efficient manner, and in accordance with the provisions hereof. In accomplishing the Project, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the CITY.

F.   The CITY shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project and arranging for the access to, and make all provisions for the CONSULTANT to enter in or upon, public and private property as required for the CONSULTANT to perform professional services under this Agreement.   CITY and CONSULTANT agree that CONSULTANT is entitled to rely upon information furnished to it by CITY without the need for further inquiry or investigation into such information.

G.   During the entire course of the project, CITY will be responsible for backup/recovery of all onsite project related digital data, materials, and databases. CONSULTANT will be responsible for backup/recovery of all project related data housed on CONSULTANT computer systems.

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H.   The captions of this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

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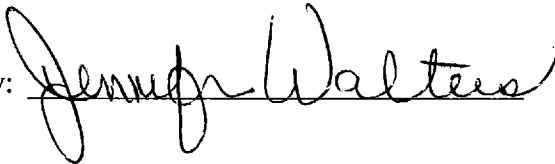*Signatures on next page*

IN WITNESS WHEREOF, the City of Denton, Texas has executed this Agreement in four (4) original counterparts, by and through its duly-authorized City Manager; and Telvent USA LLC, a Delaware limited liability company, having executed this Agreement by and through its duly-authorized undersigned officer, on this the _7th_ day of _May_ , 2013.

"CITY"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____
GEORGE C. CAMPBELL
CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: _____
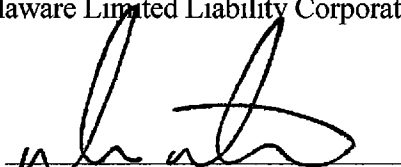
APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

By: _____

"CONSULTANT"

TELVENT USA LLC
A Delaware Limited Liability Corporation

By: _____
Drew Ditter.

ATTEST:
Heather R Hansen

By: _____

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EXHIBIT A

See attached Scope of Work entitled
ArcFM Solution Upgrade

TELVENT

Smart Information for a Sustainable World

Scope of Work

ArcFM Solution Upgrade Services

Prepared for:

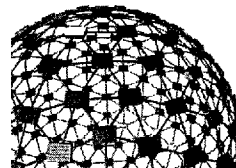## Denton Municipal Electric

at the City of Denton

Proposal Date: 2/11/2013

Version Number: 7.1

Telvent USA, LLC
4701 Royal Vista Circle
Fort Collins, CO 80528
Phone: 970-223-1888
Fax: 970-223-5577

www.telvent.com

ArcFM™ SOLUTION

Smart
Grid
Solution

Introduction

Telvent USA, LLC (Telvent) is pleased to provide to Denton Municipal Electric (DME) at the City of Denton this Scope of Work for ArcFM Solution Upgrade Services.

The upgrade of software components defined in this SOW relates to only those custom components in use at DME that were developed by Telvent during previous ArcFM implementation or upgrade projects. The upgrade of custom components developed either in-house by DME, or by other entities, is not included in this SOW. Should DME request Telvent to perform services beyond those specified in this scope of work, a contract change order will be required.

Assumptions

Upgrade Assumptions

- An environment for conversion and upgrades will be established in the Fort Collins office of Telvent, using an Oracle 10g export from DME's existing ArcGIS database. The environment will be configured to operate similarly as DME's new Servers which will be running ArcFM Solution version 10.1 on an Oracle 11g database.

- Telvent will be performing the requested Long Raw to Blob conversion at the time of the database upgrade.

- DME will provide a full database export 10g initially for Telvent to load onto their Fort Collins environment and upgrade and test. DME export of the SDE database should arrive in the Fort Collins office at least four (4) days prior to the arrival of the Telvent Technical Lead on-site to give Telvent adequate time to perform the upgrade and test.

- Telvent has included an on-site visit during the course of the project to assist in the installation of the upgraded system on DME's development environment. This visit will occur after the database has been upgraded in the Fort Collins test environment.

- Telvent requests that DME's DBA be available for the duration of the on-site visit.

- Only the custom Telvent components listed are included in the upgrade SOW.

- No new functionality will be incorporated into the existing custom components. They will continue to function as they do currently. However, a new AutoUpdater will be created in accordance with 1.3.2 of this SOW.

- The mobile replication process will be included in this SOW. An example of what will not be included will be the implementation of replicating aerial images; however, that process and ability will be available but not configured.

- DME should be prepared to provide, for the duration of the on-site upgrade effort, a connection to DME network for the Telvent Technical Lead and an

active internet connection port for the Telvent laptop computer in the same area as the electric GIS client workstations.

- Extended Feeder Manager assumes that all electric data resides within the same geometric network.

Fiber Manager Assumptions

- Since DME already has existing Fiber features and classes, Telvent has not included any Fiber data migration work included in this scope of work. It is assumed that DME will utilize the Fiber Manager Tools to input or migrate all fiber data into the system manually. Should DME wish Telvent to provide assistance with any data migration, a separate scope and costs will be provided for that effort.

- It is assumed that stored displays can be created through a combination of symbols from the standard Fiber Manager symbol set or standard Esri symbol sets. This scope does not include time for creating custom symbols.

Responder Assumptions

- DME will use a standard out-of-the-box configuration of Responder. Telvent will work with DME to adjust this configuration to load DME's users into the appropriate user roles, adjust the incident creation parameters according to DME's requirements, assist DME with how to create and enter and set up new users, Crew and Truck information. Telvent will assist DME in creating an Outage Stored Display that allows DME to view outage and crew information within the ArcFM environment and work with DME to create a process that will maintain the Responder customer information with the GIS customer tables.

- DME will use an out-of-the-box installation of the Responder toolset. No custom tools will be developed during DME implementation of the Responder web-browser, the Responder Explorer, or the Responder tools for ArcGIS beyond the specified interfaces of Northstar CIS, Porche IVR system, OSI SCADA system, and associated communication networks.

- Two or more dispatchers will be able to use the system at any time; however the system will not be configured to assign a dispatcher to specific areas of responsibility. Telvent will provide knowledge transfer to DME staff on how to assign specific dispatchers to areas of responsibility.

- Truck and Crew information would be loaded from an existing data source or entered manually by DME personnel.

- ArcFM Feeder Manager is configured and running on DME electric dataset. All features are connected to the network and contain the appropriate attributes for correct tracing.

- Customers will be related to either service points or transformers. If customers are related to service points, the secondary network will support electrical tracing between the transformer and the service points. In either case the network sill support electrical tracing between transformer and source breakers.

- Telvent does not expect and has added no time in this scope of work (due to existing functional OMS implementation at DME) for any required data cleaning activities that may be required to operate Responder. Telvent expects that DME will make the data 'Responder Ready' based upon any deficiencies discovered by Telvent during the database upgrade, including ensuring that the Primary Electric Network has appropriate connectivity, ensuring either connectivity from the transformer to the customer point or build relationships between the transformer and the customer point, and ensuring that ArcFM traces can run properly on the network (ie: phasing and voltage levels are correctly populated on the network features).

- DME will have all necessary hardware and network equipment installed prior to the initiation of the project including, but not limited to:

  - A Windows server that will be used to run the Responder business server processes such as the prediction engine and data services
  - A Web Server that will host the Responder Web Browser application
  - Client machines to access the application
  - Network equipment and cable to allow the machines to interact

- DME will provide Telvent remote VPN access to the GIS and Responder systems to assist in the implementation and troubleshooting of issues should they arise after deployment. The City of Denton VPN remote access must be approved and conform to COD Technology Services criteria.

- All GIS, CIS, IVR, and SCADA integrations will be performed through existing COD networking or proposed web services when possible:

- Telvent will be responsible for creating web services to receive messages from the IVR, SCADA and CIS system interfaces or utilize existing COD networking that is established or that will be established. Final solution to be determined after Telvent meets with DME and Technology Services to discuss proposed solutions and interfaces.

- Telvent will be responsible building interfaces which consume web services built by DME and/or other vendors for the IVR, SCADA or CIS systems.

- The services represented in this scope of work are to configure ArcFM Fiber Manager for Fiber Optic feature classes only, and do not include configuration services for Coax, Copper, or Wireless features.

Proposed Services

1   ArcFM Solution Upgrade from Version 9.3.1 to 10.1.x

This section describes the tasks and subtasks required to migrate DME to the ArcGIS for Desktop 10.1.x, ArcGIS for Server (SDE) 10.1.x, and ArcFM 10.1.x environments or the latest recommended environment and then test and verify that all Telvent installed software and migrated custom code, including ArcFM Geodatabase Replication functions properly.

1.1   Project Initiation

Members of the Telvent project team and DME representatives shall attend a project kick-off conference call. The agenda for this call shall be as follows:

- Introduce Telvent team members, including the Project Manager and Database Analyst.
- Review Scope of Work and Project Plan.
- Review deliverables.
- Discuss and define DME tasks required to complete the project.
- Review change control procedures.
- Review project status reporting procedures.
- Identify project risks and issues, and plan mitigation where appropriate.

Telvent Deliverables:
- Kick-off meeting attendance by Project Manager and Database Analyst.
- Meeting notes.

DME Responsibilities:
- Kick-off meeting attendance.

Task Assumptions:
- Telvent understands DME Electric Engineering will be the sole point of contact for all configuration decisions needing to be made during the upgrade

1.2   Data Modeling Support

Telvent will participate in a WebEx-based conference call to discuss potential changes to the DME data model to support functionality with respect to the following:

- Hyperlinks

- Meter location vs Meter Number linkage to CIS

- Others (TBD by DME)

Telvent will make recommendations on any necessary changes to the data model to support the outcome of the discussion. It is anticipated that DME will make the changes to the data model.

Telvent Deliverables:
- Participate in Data Model discussion with DME staff

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- Provide recommendations on changes to be made to the DME data model to support the additional functionality if necessary.

DME Responsibilities:

- Participate in Data Model discussion with Telvent DBA staff

1.3 Upgrade Custom Components

Following the establishment of the upgrade environment at Telvent, the process of migrating the DME's GIS environment to ArcFM and ArcGIS 10.1, Telvent will prepare for code upgrade by:

- Installing ArcFM Solution SDK.
- Registering ESRI upgrade add-ins as necessary

The custom code modules will then be upgraded using a process that will:

- Update Global Unique Identifiers in project files for .OCXs
- Open project in Visual Studio
- Remove missing references
- Perform manual checks and apply necessary changes

There are specific changes that must be made when an application uses Shared Product Code samples including:

- Recompile code
- Perform unit test

1.3.1 Upgrade Custom ArcFM Solution Components

Telvent shall apply the ArcFM upgrade process to migrate the existing ArcFM Solution custom tools to the new 10.1 environment. The tools to be migrated are:

- AutoUpdater to populate Transformer LabelText
- AutoUpdater to populate Conductor LabelText
- AutoUpdater to update Transformer Unit information in the Inventory System
- AutoUpdater to modify the TransformerID in ServiceLocation when a transformer is replaced, removed, or when a new ServiceLocation is added
- AutoUpdater to populate BankKVA in TransformerBank when a TransformerUnit record is changed or added.
- Custom Inspection application.

Telvent Deliverables:
- Upgraded Custom ArcFM Solution tools
- Provide documentation on what each customized tool is and how it functions. Any existing information from the original creation of each customized autoupdater will be delivered to DME.

DME Responsibilities:

- None

Task Assumptions

- Telvent understands DME Electric Engineering will be the sole point of contact for all configuration decisions needing to be made during the upgrade

1.3.2 Create Additional Custom ArcFM Solution Components

Telvent shall discuss and work with DME to create the following custom AutoUpdater in the new 10.1 environment.

- AutoUpdater to populate new and replaced meters into the Service Account Record and the related meter record.

Telvent will develop component specification documents describing the custom AutoUpdaters to be developed for DME. These component specifications will be used as the blueprint for development of the required custom AutoUpdaters.

Telvent will revise the Component Specifications after reviewing DME's comments. Telvent will initiate (if necessary) a conference call to discuss the revisions necessary to the document. The revisions will only include changes both parties agree upon.

DME will review and provide comments to Telvent on the Draft Component Specification Document within five (5) business days of receiving the documents.

DME will approve the Component Specifications. This document will be the basis for the Custom AutoUpdater.

Telvent will develop the AutoUpdater, using its standard development process including coding, a prototype demonstration via WebEx of the user interface with DME, code reviews with peers, unit testing, and code documentation.

Telvent Deliverable(s):
- Draft & Final Component Specification Document
- WebEx Prototype review
- Custom AutoUpdaters

DME Responsibilities:
- Ensure attendance at prototype review by appropriate staff
- Comments on the Draft Component Specifications Document
- Approval of the Final Component Specifications

Task Assumptions:
- None

1.4 Deployment to Development Support

1.4.1 Install ArcFM, ArcGIS for Server, & ArcGIS 10.1 in Development Environment

DME will install the following software on DME development system:

- ArcGIS for Server 10.1
- ArcGIS for Desktop 10.1 on desktop machines in the development environment
- ArcFM, ArcFM Viewer, and ArcFM Geodatabase Replication 10.1

Telvent Deliverables:
- Remote assistance in the installation of the development system and converting any licenses required.
- Complete documentation of the process involved to configure a machine with each type of existing software products (ArcFM, ArcFM Viewer, ArcFM Viewer for Engine, and ArcFM Geodatabase Replication, demonstrate the proper way to upgrade the client on both Viewer and Engine machines.

DME Responsibilities:
- Installation of the development system.

Task Assumptions:
- DME has the installed and configured the database server for Oracle 11g prior to Telvent's arrival onsite.

1.4.2 Configure Development Environment

Telvent will travel to DME and install the migrated custom code and will migrate the existing ArcFM Solution configuration into the development environment with assistance from DME. This configuration migration will include:

- Model Name Assignments
- Special AutoUpdater Assignments
- Field AU Assignments
- Relationship AU Assignments
- Relationship Rules
- Connectivity Rules
- Snapping Rules
- Px Framework configuration
- ArcFM Geodatabase Replication configuration

Telvent Deliverables:
- Migrated Custom Code
- Migration of the existing ArcFM configuration to the development environment.
- Provide detailed documentation of any process that operates or is handled in a uniquely different way than DME's current configuration.

DME Responsibilities:
- Assistance in the migration of the existing ArcFM configuration to the development environment.

1.4.3 Update Test & Acceptance Plan

To ensure that all application functionality is fully tested in exactly the same manner as it is used in production at DME, Telvent asks that DME update the Acceptance Test Plan used during the previous implementation and upgrade efforts. Telvent will provide recommendations on areas of the test plan to be updated based on new or modified functionality.

Telvent will review the updated plan and provide feedback where appropriate. The final plan shall be used to guide acceptance testing.

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Telvent Deliverable(s):
- Comment on Acceptance Test Plan documents

DME Responsibilities:
- Update Acceptance Test Plan

1.4.4 Site Acceptance Testing – Development Environment

DME shall perform Site Acceptance Testing (SAT) for ArcFM, ArcFM Viewer for ArcGIS Engine, Inspector, and ArcFM Server, using the Acceptance Test Plan developed in Task 1.4.3. DME team members shall record any issues discovered during testing in the issue tracking system. Telvent will provide a resolution for all discrepancies and will resolve all Critical or High issues before completion of SAT.

Telvent Deliverables:
- Three (3) days of onsite testing support by Telvent

DME Responsibilities:
- Provide details on issues found including steps taken to re-create the problem and any specific data used during the test
- Complete SAT

1.5 Deployment to Production Support

1.5.1 Install ArcFM, ArcGIS for Server, & ArcGIS 10.1 in Production Environment

DME will install the following software on DME production environment:

- ArcGIS for Server 10.1
- ArcGIS for Desktop 10.1 on 2 desktop machines in the production environment
- ArcFM, ArcFM Viewer, and ArcFM Geodatabase Replication 10.1
- Custom tools upgraded in Task 1.3.11.3.1

DME has requested that, Telvent travel to DME to assist with migrating from the development environment to the production environment. Telvent shall be onsite at the time DME switches from the IBM production environment to the new Linux production servers. Should it become necessary for Telvent to travel to DME after the initial production environment migration to Linux visit a change order would be issued for these additional travel and service costs.

Telvent Deliverables:
- Onsite assistance in the installation of the production system and converting any licenses required.

DME Responsibilities:
- Installation of the production system based on the installation and configuration documentation delivered in Task 1.4.1

1.5.2 Configure Production Environment

The Telvent Technical Resource will remotely assist DME in the migration of the existing ArcFM Solution configuration into the production environment. This configuration migration will include:

- Model Name Assignments
- Special AutoUpdater Assignments
- Field AU Assignments
- Relationship AU Assignments
- Relationship Rules
- Connectivity Rules
- Snapping Rules
- Px Framework configuration
- ArcFM Geodatabase Replication configuration

Telvent Deliverables:
- Remote assistance in the migration of the existing ArcFM configuration to the production environment.
- Provide detailed documentation of any process that operates or is handled in a uniquely different way than DME's current configuration.

DME Responsibilities:
- Migration of the existing ArcFM configuration to the production environment.

2 ArcFM for Silverlight Implementation

2.1 Project Initiation

Telvent team will host a Project Kickoff conference call with DME. During the Kickoff Meeting, Telvent will present the project plan to review the tasks, responsibilities, and dependencies. The team will review the goals and methodology for the project and make sure all participants fully aware of all aspects of the project. The team will then cover the administrative framework for managing the project. We will establish communication protocols, business processes, and change control processes.

Telvent Deliverables:
- Agenda
- Project Kickoff Conference Call

DME Responsibilities:
- Ensure attendees are invited in advance and are present during the meeting

Assumptions:
- All project negotiations will be complete

2.2 Install & Configure Hardware

Telvent will provide DME a list of the required hardware and software to support the DME environment.

DME will install and test the required hardware and operating system software to support ArcFM Server and the ArcFM Silverlight Viewer.

Telvent Deliverables:
- Provide list of hardware and software to support the ArcFM Server environment.

DME Responsibilities:
- Install and test hardware and operating system software.

2.3 Configure ArcFM for Silverlight

In this task series Telvent will ensure the DME Geodatabase is configured to use the tools required in ArcFM Server for Silverlight.

During the configuration Telvent will:

- Ensure the correct operation of ArcFM for Silverlight in the DME environment
    - Ensure the table names and aliases in the DME geodatabase do not use any of the following special characters: & @ * $ ' " ; : / \ < > { } [ ] % ^ #.
    - Verify that all tables in the geodatabase have a field (e.g., ObjectID) with a data type of OID. (Note: This field must contain a unique value for each feature.)
- Create an ArcGIS Map Service using ArcCatalog and assign the ArcFMMapServer extension.
- Configure Layers
- Configure Related Data
- Configure Searches
- Configure Printing
- Set Up Redlining
- Configure Tracing

Telvent Deliverables:
- Configure ArcGIS Server and ArcFM Server for Silverlight
- Produce process document outlining configuration steps

DME Responsibilities:
- Provide access to DME web server environment to Telvent resources

2.4 Publish Map services

Telvent will create a map services based upon the Map Document provided by DME. Telvent will define, configure, and run the caching process on the published map service.

Telvent Deliverables:

- Publish map/data service based on DME's map documents
- Use both ArcMap and the ESRI Server Manager application to test map service.
- Produce process document outlining steps necessary to publish service
- Analyze and document map cache requirements.
- Create cache for published map service
- Produce process document outlining steps necessary to cache services

DME Responsibilities:
- Provide relevant map documents.
- Provide guidance on cache scales required

Task Assumptions:
- Security and permissions have been configured to allow ArcGIS Server accounts access to necessary data sources.
- It is understood that caching to the ArcGIS Server is a computational intensive process and depending on complexity and extent of data some caching processes could take several hours or even several days.

2.5   Post Rollout Support

The Telvent team will provide three (3) days of onsite support to DME after the system has been put into use. This support will provide DME with direct access to a technical resource to answer questions and help resolve issues related to the implementation of ArcFM Server and the ArcFM Silverlight Viewer.

Telvent Deliverable(s):
- Onsite ArcFM Server technical support for DME for three (3) days following system rollout

DME Responsibilities:
- Provide access for the onsite technical resource to enable quick troubleshooting of any issues identified during this time.
- Provide facility access so the Telvent technical resource can work with DME staff directly.

3   Fiber Manager Implementation

3.1   Project Kickoff

Telvent will host a WebEx based Project Kickoff Meeting. The team will review, discuss and make sure all participants fully understand the goals and methodology for the project. Telvent will also review the project plan to describe the tasks, responsibilities, and dependencies. The team will then cover the administrative framework for managing the project. We will establish communication processes, business processes (for example, configuration control and access control), and change control processes.

Telvent will review with DME any necessary map products and feature configurations that should be gathered prior to the onsite work to allow time for the materials to be collected. DME will provide Telvent with the projection information necessary to create the Fiber Geodatabase.

Telvent Deliverable:
- Host WebEx based project kick-off meeting

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- Lead discussion on DME-specific map products and feature configurations to be reviewed during the knowledge transfer sessions

DME Responsibilities
- Ensure appropriate personnel attend the Project Kickoff Meeting

Task Assumptions
- The project kickoff meeting will be performed via WebEx

3.2   Create and Configure Geodatabase

Telvent will create an ArcFM Fiber Manager Fiber Dataset that is in the DME-provided coordinate system. Telvent will then apply a standard ArcFM Fiber configuration to the dataset. The configuration will include all favorites, field properties, Autoupdater assignment, model name assignment, stored displays, page templates, and standard symbology that are provided within the Minerville Fiber sample database.

Telvent Deliverable:
- A Fiber Geodatabase using the DME coordinate system created from the ArcFM Fiber Manager data model and configured with the Minerville Fiber sample database configuration.

DME Responsibilities
- Provide Telvent with the DME coordinate system

Task Assumptions:
- No data model or configuration changes will be included in the creation and configuration of the DME Fiber Geodatabase

3.3   Fiber Manager Installation & Configuration

3.3.1   Install Fiber Manager Data Model

Telvent will travel to DME to install the ArcFM Fiber Manager data model.

Once installed, Telvent will test the system to ensure that the core ArcFM Fiber Manager functionality works within the environment established. Telvent will update the pre-configured Stored Displays to ensure that the data sources for the GIS layers available from the clients current enterprise GIS are available to the DME user.

Telvent Deliverable:
- Installing the Fiber Manager geodatabase in the ArcGIS Server instance.
- Verification of the installation.

DME Responsibilities
- Provide access to the DME workstation computers and the network file locations.
- Participate in the installation and verification process to gain knowledge about the ArcFM system.
- Ensure ArcGIS Server instance is installed and ready for data loading.

Task Assumptions:
- The installation of the Fiber Manager software will be performed on the same two (2) workstation computers that the ArcFM software was install on.

3.3.2 Data Editing and Configuration Settings Knowledge Transfer

Following the software installation and verification, Telvent will lead a three (3) day Fiber data editing/entry/configuration workshop with DME GIS and DME Fiber personnel. The workshop will be a hands-on exercise and is designed to introduce DME personnel to the basic tasks necessary for editing and maintaining an ArcFM Fiber Manager geodatabase.

The workshop will provide:

- Step-by-step instruction on building a fiber circuit in ArcFM starting by drawing a fiber cable in the map, placing a patch location, splice points, slack loops, and fiber faults. The workshop will also demonstrate the use of the Connection Manager to enter the connection information.

- Demonstration of the ArcFM Attribute Editor to correct attributes of features already placed in the system.

- Telvent will demonstrate how to leverage the editing productivity tools within ArcFM such as the ArcFM Target tab, ArcFM favorites, composite favorites, & templates, create new favorites & composite favorites from existing features, the ArcFM Snapping Manager, and the ArcFM QA/QC tools.

- Additional instruction on editing the symbology of an existing Fiber stored display to more closely match DME existing map products.

- Additional instruction on creating a new Fiber stored display to meet specific DME data viewing requirements.

- Additional instruction on modifying an existing Page Template to adjust the map surround to meet specific DME needs.

- Additional instruction on modifying domains in the fiber data model through ArcCatalog.

- Additional instruction on creating new favorites for patch locations, devices and fiber optic cables.

Telvent Deliverable:
- Three (3) day onsite workshop presenting and using the ArcFM and Fiber Manager data editing and configuration tools following a step-by-step process to create & maintain fiber data in the ArcFM Solution.

DME Responsibilities
- Participate in the workshop, performing the data entry and editing work, under the direction of Telvent.

3.4 Remote Editing & Configuration Support

Telvent will provide up to eight (8) hours of addition remote support to DME GIS Personnel during the four weeks immediately following the Fiber Manager installation, editing, and configuration workshops.

This support allows DME personnel to call Telvent resources assigned to the DME project to ask questions regarding the use of the ArcFM Fiber Manager tools and their configuration. Telvent will respond to questions through WebEx demonstrations, conference calls, and emails, as appropriate.

Telvent Deliverable:
- Up to eight (8) hours of remote support to DME to respond to questions and issues on the use and configuration of Fiber Manager.
- Prompt responses to issues raised by DME

DME Responsibilities
- Initiate any communications and present the issues in a clear concise manner.

Task Assumptions:
- DME will be able to provide remote access to their GIS through WebEx

4   Responder Implementation

4.1   Responder – Design Phase

4.1.1   Project Kickoff

Our experience has demonstrated the value of discussing and establishing project parameters and the project plan at the beginning of the project. This ensures all participants have a clear understanding of the project drivers, expectations, and requirements.

In order for this implementation to be successful, DME will assign the following key personnel to support the project and will ensure each is available and can provide the necessary support, at the required times, over the course of the project. DME will ensure the individuals assigned possess the appropriate skills and are authorized to participate in decisions made over the course of the project.

- Executive Sponsor
- Project Manager
- IT System Administrator
- IT Database Administrator
- Subject Matter Experts on current outage processes at DME

Telvent and DME will conduct a two (2) hour conference call to formally begin the project. In this meeting, individuals fulfilling the project roles will be identified, the team will review the detailed project plan to identify and work around any conflicts, review and reach agreement on project drivers, and establish the procedures for identifying and resolving issues as they arise over the course of the project.

The team will review the project schedule and make adjustments to the schedule as needed to accommodate the team member's existing commitments.

Telvent Deliverable(s):
- Lead Project Kickoff Conference Call

DME Responsibilities:

- Participate in Project Kickoff Meeting

Task Assumptions
- None

4.1.2 Core Team Workshop

Telvent will travel to DME and present a two (2) day workshop to introduce DME's team members to the functionality available within Responder. This workshop will cover the Responder Web Browser application, the Responder Explorer, and the Responder tools available within ArcFM and how configurable options within these solutions can impact business processes.

Telvent Deliverable(s):
- Two (2)-day onsite presentation of the functionality available within Responder

DME Responsibilities:
- Attend Core Team Workshop
- Provide meeting facilities including projector

Task Assumptions
- None

4.1.3 Integration Requirements

4.1.3.1 Design Responder IVR Integration

Telvent will work closely with DME and Technology Services defining the requirements for the Responder Milsoft Porche IVR interface. During the onsite workshop, Telvent will lead the requirements discussion to define the functionality that must be included in the interfaces and the data expected to be passed between the applications.

Telvent expects that this interface will be based upon the following general requirements:

- DME and Technology Services will be responsible for providing an interface to receive calls from the IVR system.
- Telvent will create a web service to receive calls from DME's IVR interface. The structure of the call message to be determined by Telvent and DME. The web services will then submit validated calls to Responder as a new incident or part of an existing incident. The Telvent web service will reply back with a message stating if the call will be a new incident or part of a known incident with appropriate incident information available by Responder.
- Telvent will work with DME and Technology Services to build a mechanism for receiving/retrieving callbacks.

This scope of work is limited to the custom components necessary to allow Responder to accept messages from the IVR system, process the messages, and return messages to the IVR.

Telvent Deliverable(s):
- Lead Onsite Interface Requirements Workshop
- Draft and final copies of the Interface requirements document

DME Responsibilities:
- Ensure attendance at Interface Requirements Workshop by DME SMEs, and IVR SMEs as needed
- Provide meeting facilities
- Provide comments on Draft Functional Requirements Document

4.1.3.2   Design ArcFM/Responder CIS Interface

Telvent will develop processes to load NorthStar CIS data into the ArcFM and Responder customer tables, and to maintain it for ArcFM and Responder uses.

After the onsite workshop, Telvent will develop a functional requirements document and provide it to DME and Technology Services for review. Mutually agreed upon changes to the document will be incorporated into the final functional requirements document.

Telvent Deliverable(s):
- Lead Onsite Interface Requirements Workshop
- Draft and final copies of the Interface requirements document

DME Responsibilities:
- Ensure attendance at Interface Requirements Workshop by DME and Technology Services SMEs
- Provide meeting facilities
- Provide comments on Draft Functional Requirements Document

Task Assumptions
- None

4.1.3.3   Design Responder SCADA Integration

Telvent will work closely with DME and Technology Services defining the requirements for the Responder SCADA interface. During the workshop, Telvent will lead the requirements discussion to define the functionality that must be included in the interface and the data expected to be passed between the applications.

Telvent expects that this interface will be based upon the following general requirements:

- Receive from SCADA a message detailing a status change event that includes a Device ID which can be used to locate the device in GIS and the new device status

This scope of work is limited to the custom components necessary to allow Responder to accept messages from the SCADA system and process the messages to create an outage or to confirm a restoration.

Telvent Deliverable(s):
- Lead Onsite Interface Requirements Workshop
- Draft and final copies of the Interface requirements document

DME Responsibilities:
- Ensure attendance at Interface Requirements Workshop by DME and Technology Services SMEs
- Provide meeting facilities
- Provide comments on Draft Functional Requirements Document

Task Assumptions:
- This interface is only a one-way interface from SCADA to Responder. There is no anticipated functionality to send return messages to SCADA from Responder.

4.1.3.4   Design Responder MDMS Integration

Telvent will work closely with DME and Technology Services defining the requirements for the development of processes to load Itron MDMS meter data into the ArcFM and Responder customer tables, and to maintain it for ArcFM and Responder uses such as trigger OMS indication from AMI of a power outage at a specific AMI electric meter.

After the onsite workshop, Telvent will develop a functional requirements document and provide it to DME and Technology Services for review. Mutually agreed upon changes to the document will be incorporated into the final functional requirements document.

Telvent Deliverable(s):
- Lead Onsite Interface Requirements Workshop
- Draft and final copies of the Interface requirements document

DME Responsibilities:
- Ensure attendance at Interface Requirements Workshop by DME and Technology Services SMEs
- Provide meeting facilities
- Provide comments on Draft Functional Requirements Document

Task Assumptions
- None

4.2   Responder – Develop Phase

4.2.1   Develop Integrations

4.2.1.1   IVR Interface Development

Under this task, the Telvent team will develop and configure the Responder - IVR Interface. Prior to the start of development, the Telvent team will prepare a Component Specification. This document will contain information on the specific components that require configuration and customization including user and system interfaces, system and data inputs/outputs, database requirements, schema descriptions, system dependencies, and system architecture requirements/descriptions. A draft and final IVR Interface Component Specification will be submitted to DME and Technology Services for review, comment, and acceptance.

Following acceptance of the Component Specification, the Telvent team will use our standard development process to create this interface. This includes performing initial coding or configuration of the IVR interface, holding peer code reviews, performing unit testing, and fix defects as required.

During the development process, if appropriate, the Telvent team will provide DME and Technology Services with WebEx demonstration(s) showing the current state of the IVR interface to elicit comments on the design, usability of the tools, and to apprise DME and Technology Services of the project status. The Telvent team, DME and Technology Services, will mutually agree on the frequency of the demonstration(s) and method(s) used to conduct them.

Telvent Deliverable(s):
- Component Specification for the custom integration and tools
- Prototype demonstrations, held via WebEx, to show the development progress, as necessary
- Test plans for the interface to use during acceptance testing
- End User and Administrator documentation, as appropriate
- Installation wizard and guide
- IVR Interface components

DME Responsibilities:
- None

4.2.1.2   Develop CIS Interface

Under this task, the Telvent team will develop and configure the ArcFM - CIS Interface. Prior to the start of development, the Telvent team will prepare a Component Specification. This document will contain information on the specific components that require configuration and customization including user and system interfaces, system and data inputs/outputs, database requirements, schema descriptions, system dependencies, and system architecture requirements/descriptions. A draft and final CIS Interface Component Specification will be submitted to DME and Technology Services for review, comment, and acceptance.

Following acceptance of the Component Specification, the Telvent team will use our standard development process to create this interface. This includes performing initial coding or configuration of the CIS interface, holding peer code reviews, performing unit testing, and fix defects as required.

During the development process, if appropriate, the Telvent team will arrange WebEx demonstration(s) showing the current state of the CIS interface to elicit comments on the design, usability of the tool, and to apprise DME of the project status. The Telvent team, DME, and Technology Services will mutually agree on the frequency of the demonstration(s) and method(s) used to conduct them.

Telvent Deliverable(s):
- Component Specification for the custom integration and tools
- Prototype demonstrations, held via WebEx, to show the development progress, as necessary
- Test plans for the interface to use during acceptance testing
- End User and Administrator documentation, as appropriate

- Installation wizard and guide
- CIS Interface components

DME Responsibilities:
- None

4.2.1.3   SCADA Interface Development

Under this task, the Telvent team will develop and configure the Responder - SCADA Interface. Prior to the start of development, the Telvent team will prepare a Component Specification. This document will contain information on the specific components that require configuration and customization including user and system interfaces, system and data inputs/outputs, database requirements, schema descriptions, system dependencies, and system architecture requirements/descriptions. A draft and final SCADA Interface Component Specification will be submitted to DME and Technology Services for review, comment, and acceptance.

Following acceptance of the Component Specification, the Telvent team will use our standard development process to create this interface. This includes performing initial coding or configuration of the SCADA interface, holding peer code reviews, performing unit testing, and fix defects as required.

During the development process, if appropriate, the Telvent team will provide DME and Technology Services with WebEx demonstration(s) showing the current state of the SCADA interface to elicit comments on the design, usability of the tools, and to apprise DME of the project status. The Telvent team, DME, and Technology Services will mutually agree on the frequency of the demonstration(s) and method(s) used to conduct them.

Telvent Deliverable(s):
- Component Specification for the custom integration and tools
- Prototype demonstrations, held via WebEx, to show the development progress, as necessary
- Test plans for the interface to use during acceptance testing
- End User and Administrator documentation, as appropriate
- Installation wizard and guide
- SCADA Interface components

DME Responsibilities:
- None

Task Assumptions
- This interface is only a one-way interface from SCADA to Responder. There is no anticipated functionality to send return messages to SCADA from Responder.

4.2.2 Responder Configuration

After DME and Technology Services confirm that the infrastructure for the Responder system is in place, Telvent will install and configure the Responder system at DME.

4.2.2.1 Responder Configuration Specification Workshop

Telvent will lead an onsite Responder configuration workshop to work with DME in transferring knowledge on how to configure Responder and defining DME-specific items such as machine names.

Telvent Deliverable(s):
- Lead Responder Configuration Workshop

DME Responsibilities:
- Attend Configuration Specification Workshop
- Provide meeting facilities

Task Assumptions
- None

4.2.2.2 Configuration Specification Development

Once the workshop is complete Telvent will document the results and provide the draft version of the document to DME for review. Any mutually agreed upon changes will be incorporated into the document and the final version will be delivered to DME.

Telvent Deliverable(s):
- Draft & Final Responder Configuration Specification documents

DME Responsibilities:
- Provide Comment on Draft Configuration Specification

Task Assumptions
- None

4.2.2.3 Install Responder Software and Standard Configuration

Telvent will install the Responder software and the out of the box Responder configuration files. Additionally, Telvent will create the Responder tables within the database to store Responder-specific data. Telvent will require support from a system administrator or user accounts with full access to the RDBMS in order to accomplish this task.

Telvent Deliverable(s):
- Onsite installation and configuration of Responder and Geodatabase

DME Responsibilities:
- RDBMS administrator support or full access to RDBMS
- Participate in installation to gain knowledge of Responder

Task Assumptions
- None

4.2.2.4   Configure Business Server

4.2.2.4.1 Configure Data Services

Telvent will configure the Data Services portion of Responder's Server.exe.config file. This configuration will be limited to:

- Updating the connection string information to point to DME's Responder database

- Updating the Geodatabase connection information to point to DME's ArcSDE Geodatabase

- Updating the path to the ControlStylesConfig.xml & the DMERulesConfig.xml to point to the file location of these files

Telvent Deliverable(s):
- Configured Data Services section of the Server.exe.config file

DME Responsibilities:
- Participate in configuration to gain knowledge of Responder

Task Assumptions
- None

4.2.2.4.2 Configure Responder Security

Telvent will configure Responder's Security by adding DME's core team of users to Responder using the Responder web application. Telvent will also instruct DME on how to enter their own users into the system. This configuration will be limited to:

- Adding DME specific users through the web application.

- Assigning one or more of the following user roles to each user: Customer Service, Dispatcher, Senior Dispatcher, Administrator, Archive

Telvent Deliverable(s):
- Configured Security.xml file

DME Responsibilities:
- Participate in configuration to gain knowledge of Responder

Task Assumptions
- None

4.2.2.4.3 Configure Database Schema file

Telvent will configure Responder's Database Schema file by modifying domain list options to configure Responder to better meet DME's business processes. Such configurable options will be covered in the core team training and specific needs determined during the configuration workshop (Task 4.2.2.1) and DME will be instructed on how to make these changes on their own:

- Telvent will perform the modifications to the Database Schema file as specified in the configuration workshop and will allow DME to confirm these settings through user acceptance testing.

Telvent Deliverable(s):
- Configured DatabaseSchemaConfig.xml file

DME Responsibilities:
- Participate in configuration to gain knowledge of Responder

Task Assumptions
- None

4.2.2.4.4 Configure Callbacks

Telvent will configure the standard Callback settings within Responder. Telvent will review the standard settings for Callbacks with DME. DME will then have the ability to change these at a future time.

Telvent Deliverable(s):
- None

DME Responsibilities:
- None

Task Assumptions
- None

4.2.2.4.5 Configure Prediction Engine

Telvent will configure the standard Prediction Engine settings within Responder. Telvent will review the standard settings for Prediction Engine with DME. DME will then have the ability to change these at a future time.

Telvent Deliverable(s):
- None

DME Responsibilities:
- None

Task Assumptions
- None

4.2.2.4.6 Configure MS Message Queuing

Telvent will configure Microsoft Message Queuing on the Responder server(s) and one client machine. Telvent will document and instruct DME on the proper configuration of Microsoft Message Queuing for all client installations.

This configuration will be limited to:

- Adding MS Message to Responder application and web servers and at least one client.

Telvent Deliverable(s):

- Configured Server-side message queuing

DME Responsibilities:
- Participate in configuration to gain knowledge of Responder

Task Assumptions
- None

4.2.2.5   Configure Responder Web Server

4.2.2.5.1 Configure Web Remoting

The web configuration file (WebRemoting.config) is an XML file that must be configured to work with Responder Data Services. Telvent will configure the WebRemoting.config file by assigning the business server name within the file. This configuration will be limited to:

- Assigning the business server name to the appropriate tag within the WebRemoting.config file

Telvent Deliverable(s):
- Configured WebRemoting.config file

DME Responsibilities:
- Participate in configuration to gain knowledge of Responder

Task Assumptions
- None

4.2.2.5.2 Configure Web Application

Telvent will configure or verify the configuration of the ASP.NET and dot Net framework for the web application:

- Restarting IIS after configuring the WebRemoting.config file

- IIS configuration and dot Net framework.

Telvent Deliverable(s):
- Configured IIS & Web application

DME Responsibilities:
- Participate in configuration to gain knowledge of Responder

Task Assumptions
- None

4.2.2.6   Configure DME Machines

4.2.2.6.1 Configure Responder within ArcMap

Telvent will configure the ArcMapRemotingconfig.xml file by assigning the business server name within the file. This configuration will be limited to:

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- Assigning the business server name to the appropriate tag within the ArcMap.exe.config file

Telvent Deliverable(s):
- Configured ArcMap.exe.config file

DME Responsibilities:
- Participate in configuration to gain knowledge of Responder

Task Assumptions
- None

4.2.2.6.2 Configure Responder Explorer Application

Telvent will configure the Miner.Responder.Explorer.exe.config file by assigning the business server name within the file and the URL of the Responder Web application server. This configuration will be limited to:

- Assigning the business server name to the appropriate tag within the Miner.Responder.Explorer.exe.config file.

- Assigning the URL of the Responder Web Application.

Telvent Deliverable(s):
- Configured Miner.Responder.Explorer.exe.config file

DME Responsibilities:
- Participate in configuration to gain knowledge of Responder

Task Assumptions
- None

4.2.2.7   Configure Outage Stored Displays

Telvent will work with DME team to configure a Stored Display that allows DME to view outage information within the ArcFM environment. Telvent will focus on how DME can set and adjust the outage and truck symbology, enabling DME to maintain and update the stored display as required.

Telvent Deliverable(s):
- Stored Display Configuration Assistance

DME Responsibilities:
- Configure Stored Display for Responder

Task Assumptions
- None

4.2.2.8   Configure/Load Data

4.2.2.8.1 Enter Truck, and Crew Data

Telvent will work with DME to enter Truck and Crew data into Responder using the Responder Explorer.

Deliverable(s)
- Initial load of Truck and Crew data into Responder database.

DME Responsibilities:
- Load Truck and Crew data into Responder Database

Task Assumptions
- None

4.2.2.8.2 Drop Network, Modify Traceweight, Rebuild Network

In order to support analysis of the distribution network by Responder, Telvent will modify the trace weights maintained by the system for load points (those locations on the network where load is assigned). This is usually done by updating a Model Name in ArcCatalog and then updating the features within a version in the production Geodatabase. Telvent will complete this change and then run Feeder tracing to ensure the trace weights have been properly restored.

Telvent Deliverable(s):
- Configuration of Model Name and Update of the Trace Weights used in the Production Geodatabase for Load Points and verification of proper system operation following the change.

DME Responsibilities:
- RDBMS administrator support or full access to RDBMS

Task Assumptions
- None

4.2.2.9   Configuration Check

Telvent will perform a system walkthrough with DME representatives to confirm configurations have been completed and that the system is ready for the Site Acceptance Testing. Telvent will address any software configuration discrepancies identified during this review. DME will address any infrastructure, related subsystem, or personnel issues.

Telvent Deliverable(s):
- Configuration Check of Installed and Configured Responder.
- Configuration documentation

DME Responsibilities:
- Resolution of infrastructure, related subsystem, or personnel questions

Task Assumptions
- None

4.2.3 Functional Review

Telvent will perform an onsite functional review with DME representatives to review the functionality of Responder by walking through a series of scenarios. These scenarios will include the following processes:

- Receive a call, find the customer record, and enter it into the Call Taking web page in Responder Explorer

- Display the call in Responder Explorer and within ArcMap

- Enter additional calls until the predicted outage device is moved to the transformer feeding the customers and display the changes within Responder Explorer and ArcMap

- Enter additional calls until the predicted outage device is moved to the fuse protecting the branch line feeding the customers and display the changes within Responder Explorer and ArcMap

- Dispatch a crew to the incident and move the incident through the incident workflow to a confirmed outage

- Create a switching plan to restore power to the affected area and execute the switching plan

- Move the incident through the remaining steps of the incident workflow and archive the incident

- Create & View performance metrics reports (CAIDI, CAIFI, SAIDI, SAIFI, etc...)

This review will be performed at both the application level to view the effects on the system from the end user perspective as changes are made and at the database level so that the administrators of the system will have a detailed understanding of how Responder functions.

Telvent Deliverable(s):
- Three (3) day onsite Functional Review

DME Responsibilities:
- Participation in the Functional Review to gain knowledge of the Responder system

Task Assumptions
- None

4.3   Responder – Deploy Phase

4.3.1   Site Acceptance Testing (SAT)

4.3.1.1   Develop Acceptance Test Plan

DME will develop an Acceptance Plan based on the Responder functionality demonstrated during the Core Team training and the Functional Review. Telvent will provide a checklist of items that should be included in the Acceptance Test Plan for DME to use as a starting point.

Telvent Deliverable(s):
- Provide Template Acceptance Plan to DME

DME Responsibilities:
- Acceptance Plan

Task Assumptions
- None

4.3.1.2   Review and Comment Acceptance Test Plan

Telvent will review and comment on the Acceptance Test Plan and approve the plan prior to the start of Acceptance Testing.

Telvent Deliverable(s):
- Provide comments on the Acceptance Test Plan within five (5) business days.

DME Responsibilities:
- None

Task Assumptions
- None

4.3.1.3   Install & Configure Responder on DME Machines

Based upon knowledge gained during the configuration task, DME will install Responder client components as needed on client machines and copy the DME configuration files to the client machines based upon Telvent's recommendations and documentation.

Telvent Deliverable(s):
- None

DME Responsibilities:
- Install Responder DME components and copy client configuration files

Task Assumptions
- None

4.3.1.4   Conduct Site Acceptance Test

Telvent will provide onsite resources during the test period to address issues as they arise and to provide technical assistance to the team during the testing. DME will perform the SAT following Telvent's testing checklist to ensure that Responder functionality works within DME's environment.

Telvent Deliverable(s):
- Onsite SAT Support

DME Responsibilities:
- Conduct SAT per Testing Checklist

Task Assumptions
- None

4.3.1.5   Address Acceptance Test Issues

Telvent will correct any configuration issues that are discovered in the SAT. It is expected that any IT-related issues such as network connectivity or IT system settings will be addressed by DME and Technology Services.

Telvent Deliverable(s):
- Correction of configuration issues

DME Responsibilities:
- Correction of any IT network or systems issues

Task Assumptions
- None

4.3.1.6   Formal Acceptance

This milestone designates DME has completed the testing defined in the Test and Acceptance Plan and formally accepts the implemented system.

Telvent Deliverable(s):
- None

DME Responsibilities:
- Formal Acceptance per Testing Plan

Task Assumptions
- None

4.3.2 Working with Responder Training

Telvent will provide two (2) standard three (3)-day training courses for up to six (6) DME end users in each class. These courses will be standard Working with Responder training courses making use of Minerville data and the standard Responder incident management workflow. The Telvent Trainer will bring a laptop that contains an ArcSDE instance of Minerville to be used during the training classes.

Telvent Deliverable(s):
- Lead two (2) separate three (3) day Working with Responder training class for up to six (6) DME staff in each class.

DME Responsibilities:
- Attend Responder Training
- Provide training facilities including training hardware

Task Assumptions
- None

4.3.3 Responder Deployment Support

4.3.3.1   Go Live with Responder

This milestone designates the project team has completed the preparations, and the system is ready for operational use.

Telvent Deliverable(s):
- None

DME Responsibilities:
- Begin operational use of Responder system

Task Assumptions

- None

4.3.3.2   Production Responder Support

Telvent will provide an offsite technical resource that was involved in the setup and configuration in Denton to work with DME team during the initial two weeks of operational use to resolve any issues, work with users to clarify procedures, and help adjust configuration items as required. Telvent assumes that this person will use remote access to DME's OMS environment or WebEX to assist in any troubleshooting.

Telvent Deliverable(s):
- Two (2) weeks of remote support

DME Responsibilities:
- None

Task Assumptions
- None

Project Plan

Telvent proposes to perform this work according to the following project schedule and any agreed upon modifications:

ID	Task Name	Month 1				Month 2				Month 3				Month 4				Month 5			
		W-1	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14	W15	W16	W17	W18	W19	W20	W21
1	1 Upgrade to ArcFM 10.1 and ArcGIS 10.1																				
2	1.1 Project Initiation																				
4	1.2 Data Model Review																				
5	1.3 Upgrade Telvent Custom Components																				
8	1.4 Deployment to Development Support																				
12	1.5 Deployment to Production Support																				
15																					
16	2 ArcFM Server Implementation																				
23																					
24	3 Fiber Manager Installation & Configuration																				
33																					
34	4 Responder Implementation																				
35	4.1 Responder - Design Phase																				
36	4.1.1 Project Kickoff																				
37	4.1.2 Core Team Training																				
38	4.1.3 Integration Requirements																				
63	4.2 Responder - Develop Phase																				
64	4.2.1 Integration Development																				
65	4.2.1.1 IVR Integration Development																				
79	4.2.1.2 CIS Integration Development																				
93	4.2.1.3 SCADA Integration																				
107	4.2.2 Responder Configuration																				
130	4.2.3 Functional Review																				
132	4.3 Responder - Deploy Phase																				
133	4.3.1 Site Acceptance Test (SAT)																				
141	4.3.2 Responder Training																				
143	4.3.3 Responder Deployment Support																				

Services Quote

Date:	11-Feb-13
Quote Number:	2012-2003
To:	DME

Receiving Party:	DME

We are pleased to submit the following Fixed Price Quote for:

ArcFM Upgrade

and Optional Services for Responder, ArcFM Server, and Fiber Manager

PROPOSED SERVICES

TASK ID	TASK DESCRIPTION	COST
1	ArcFM Upgrade	$56,319.19
2	ArcFM Server for Silverlight Implementation	$25,734.92
3	Fiber Manager Implementation	$23,120.18
	Responder Implementation	
4.1	Rx Design	$20,540.26
4.2	Rx Develop	$44,433.26
4.3	Rx Deploy	$76,371.77
4.4	CIS Integration	$31,050.07
4.5	IVR Integration	$27,740.23
4.6	SCADA Integration	$36,813.86
	TOTAL SERVICES COSTS:	**$342,123.75**

OPTIONAL TASKS

		COST
	TOTAL OPTIONAL COSTS:	

Quote is valid for 60 days.

All rates and costs are quoted in US Dollars and will be billed in US Dollars.

Quote is inclusive of all travel and living expenses for on-site work.

All prices are based on Telvent Utilities Group's standards for services, and do not include
duties, levies or fees.

This quotation is made in confidence for your review. It may not be disclosed to third
parties, except as required by law.

This offer is limited to the terms and conditions of Telvent Utilities Group's
Standard Services Agreement.

Estimate does not include the cost of any third party software required to perform the services.

THE PRICING CONTAINED IN THIS QUOTATION IS BASED UPON TUG'S
STANDARD TERMS AND CONDITIONS AND TUG'S EXPERIENCE WITH
SIMILAR PROJECTS. THE SCHEDULE AND PRICE ARE SUBJECT TO CHANGE
BASED UPON THE TERMS AND CONDITIONS IN THE FINAL AGREEMENT.

Quote Provided by: Larry Frank

Schneider
Electric

TELVENT USA, LLC
SOFTWARE LICENSE AGREEMENT

Contract No. 2013-404

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ARTICLE 10
SOFTWARE MAINTENANCE

Telvent offers a one-year complimentary maintenance period that begins seven days from the date of issue of the Software download password or of the license file(s), whichever is first. Software maintenance and support beyond the complimentary period is available at the option of Licensee as specified in Telvent's Software Maintenance and Support Policy (please see http://www.telvent-gis.com/support/maintenance.shtml for specific terms of reference.) Software maintenance and support, whether during the complimentary maintenance period or during another time period covered under a paid maintenance period, consists of Software and/or Related Materials, updates, and access to technical support and other benefits specified in the most current applicable Telvent Maintenance and Support Policy.

ARTICLE 11
LIMITATION OF LIABILITY

a. Disclaimer of Certain Types of General Liability. TELVENT SHALL IN NO EVENT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE, OR RELATED MATERIALS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT TELVENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

b.   Limitation of Liability. IN NO EVENT SHALL TELVENT'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY,

BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO TELVENT BY LICENSEE FOR SOFTWARE AND/OR RELATED MATERIALS PURSUANT TO THIS AGREEMENT.

ARTICLE 12
INDEMNITY AGAINST INFRINGEMENT

a. Indemnification. Telvent, at its own expense, shall defend and indemnify Licensee from all claims that the Software and Related Materials furnished under this Agreement infringe a U. S. Copyright, provided that Licensee gives Telvent prompt written notice of such claims and permits Telvent the sole right to control the defense of all such claims and provides Telvent all reasonable cooperation.

b. Remedies. As to any Software and Related Materials that are or in the opinion of Telvent may become subject to a claim of infringement, Telvent, at its option, will obtain the right for Licensee to continue using the Software and Related Materials or replace or modify the Software and Related Materials so as to make them non-infringing. If neither of such alternatives is commercially practical, the infringing items shall be returned to Telvent and Telvent's sole liability shall be to refund license fees paid by Licensee prorated over a five (5) year period.

c. Alterations by Licensee. If Licensee extends, alters, modifies, or creates any derivative works of the Software and Related Materials or breaches this Agreement in any way, Telvent will not indemnify nor defend Licensee from any infringement claim resulting from the unauthorized modifications or alterations. Licensee, at its own expense, shall defend and indemnify Telvent from all claims, damages, legal fees, and costs of whatsoever kind or nature arising out of any infringement in connection with Licensees performance of such modification or alteration to the Software and Related Materials.

THIS SECTION STATES TELVENT'S ENTIRE OBLIGATION TO LICENSEE AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR COPYRIGHT INFRINGEMENT.

ARTICLE 13
CONFIDENTIALITY

a. Confidentiality Requirement. Licensee acknowledges that the Software and Related Materials constitutes the proprietary and confidential information of Telvent. Without the prior written approval of Telvent, Licensee shall not disclose any confidential information to any third party or allow any person to have access to the Software and Related Materials or any portion thereof except for such of its employees and Contractors who:

(i) need access to such information for purposes related to their employment with Licensee;

(ii) have been informed of the Licensee's obligation of confidence under this Agreement; and

(iii) are subject to either a binding and enforceable agreement with Licensee to be bound by such obligation of confidence or a written agreement of confidentiality directly with Telvent.

b. Exceptions. The obligations of this provision shall not apply to information:

(i) which was in Licensee's possession without any obligation of confidentiality prior to the disclosure thereof by Telvent to Licensee and was not acquired by Licensee directly or indirectly from Telvent;

(ii) which is or later becomes a matter of public knowledge without any fault or negligence on the part of Licensee;

(iii) which Licensee receives without any obligation of confidentiality from a third party who is rightfully in possession of such information; or

(v) which Licensee is required by law to disclose.

c. Remedies for Breach. Licensee acknowledges and agrees that disclosure of any of the confidential information of Telvent would cause serious and irreparable harm to Telvent which could not adequately be compensated for in damages and, in the event of a breach, or an anticipated breach, by Licensee of any of the provisions of this Agreement, Licensee hereby consents to an injunction being issued against it restraining it from such anticipated breach or any further breach of such provision (as applicable), but such action shall not be construed so as to be in derogation of any other remedy which may be available in the event of such breach or anticipated breach. Licensee shall immediately notify Telvent of any unauthorized possession, use or knowledge of Telvent's confidential information which becomes known to a responsible officer of Licensee.

ARTICLE 14
GENERAL PROVISIONS

a. Export Regulations: Licensee acknowledges that this Agreement and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders relating to the export of computer software or know-how relating thereto. Telvent Software and Related Materials may be Technical Data under United States export laws. Licensee agrees to comply with all laws, regulations, and orders of the United States in regard to any export of such Technical Data. Licensee agrees not to disclose or re-export any Technical Data received under this Agreement in or to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Licensee has obtained prior written authorization from Telvent and the U. S. Office of Export Control.

b. Additional Software Licenses: Additional Software purchased by Licensee shall be governed by the terms and conditions of the Agreement and may be purchased without an amendment.

c. Severability: If any provision or portion of a provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected, and the remaining terms will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.

d. No Implied Waivers: No failure or delay by Telvent in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Telvent.

e. Order of Precedence: Any conflict between the terms of this License Agreement and any Purchase Order or other terms shall be resolved in favor of the terms of this License Agreement.

f. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado without reference to conflict of laws principles.

g. Entire Agreement and Amendments: This Agreement and the Attachments, which are incorporated by reference, constitute the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any Amendments to this Agreement must be in writing and signed by an authorized representative of each party. The attachments are as follows:

Exhibit 1 -- Registered Client Information

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.
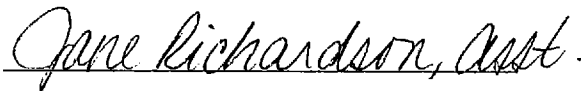
Signatures on next page

IN WITNESS WHEREOF, the City of Denton, Texas has executed this Agreement in four (4) original counterparts, by and through its duly-authorized City Manager; and Telvent USA LLC, a Delaware limited liability company, having executed this Agreement by and through its duly-authorized undersigned officer, on this the *26th* day of *July* , 2013.
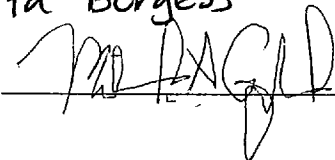
"CITY"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____
GEORGE C. CAMPBELL
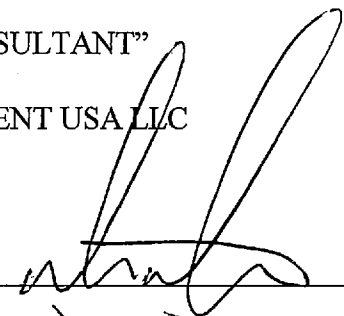CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
~~EDWIN M. SNYDER~~, CITY ATTORNEY
Anita Burgess

By: _____

"CONSULTANT"

TELVENT USA LLC

By: _____

ATTEST:

By: _____

EXHIBIT 1
Registered Client Information

Client Name:

_____

_____

Primary Contact:

_____

Mailing Address:

_____

_____

Email: _____

Telephone No.:_____

Fax No.:_____

Bill To:

_____

Address:

_____

_____

_____

Ship Original Software To:

_____

Address:

_____

_____

_____

Client's Contract Administrator's Name:

_____

Address:

_____

_____

_____

Telephone No.:_____

Fax No.:_____

Note: This will be assumed to be a taxable transaction unless the following documentation is provided upon execution of this license:

1. Direct Pay Certification
    No. _____ and a copy of the applicable state documentation, or

2. A copy of your Tax Exemption Certificate.

ADDENDUM 1
Responder Software License Addendum

Licensee and Telvent mutually desire to modify the Agreement to include the Responder Software Site License. Accordingly, this Addendum, when signed by Licensee and Telvent, shall constitute the following modifications to the Agreement.

For the purposes of this Agreement, and with respect to the Responder Software and Related Materials (Responder) only, "Licensee" includes City of Denton, Texas, a Texas Municipal Corporation and its Named Affiliates as identified below. The provisions of this License Agreement and its Addendum do not apply to any other Affiliate or entity. Licensee shall notify Telvent within a reasonable period after Licensee's acquisition of any company who Licensee intends to add to this Agreement pursuant to Articles 6 and 7 below.

ARTICLE 1
DEFINITIONS

The following definitions are added to the Agreement and are applicable to Responder only:

"Affiliate" means any commercial entity (including any entity acquired or created after the date of this Agreement) which, directly or indirectly, controls, or is controlled by, or is under common control with, Licensee. An entity shall be deemed to control another entity if such entity possesses, either directly or indirectly, the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise. Without limiting the foregoing, for purposes of this definition, beneficial ownership of 50% or more of the voting equity of an entity shall be deemed to constitute control of such entity. This Agreement shall only apply to Named Affiliates as described below. Licensee may have Affiliates not named in this Agreement, and for whom this Agreement does not apply. For the purposes of this Agreement, Named Affiliates are: NONE

"Site License" means a license to use software for its intended purpose to manage facilities, plant, and work processes owned by and within the current corporate boundaries of Licensee and its Named Affiliates. It provides authorization to install the software on all or some number of servers for a specified number of users at specified locations as well as make copies of the software for distribution within that jurisdiction. The Site License software is as described in the table below, and at the indicated price for purchase.

ARTICLE 4
SCOPE OF USE

The following provisions are in addition to those in Article 4 of the Software License Agreement and are applicable Responder only:

Permitted Uses. The license grant permits the Licensee to do only each of the following:

• Licensee may use the Responder client Software and Related Materials for its internal business and commercial operations only, limited to the normal electric only outage management and operational tasks for which it is intended.

Uses Not Permitted. The Licensee has no rights to:

• Licensee may not use Responder client Software for production data maintenance, mapping, or viewing tasks normally executed through the use of ArcFM or ArcFM Viewer

Such limits shall apply to use of either a portion of or the entire Software or Related Materials.

Use By Contractors: A contractor of Licensee ("Contractor"), may be permitted to use one or more of the licenses for the Software under the following terms and conditions:

• The term Contractor refers to a person, not an employee of Licensee, which is contracted by Licensee and authorized to perform construction or other work on Licensee's behalf. No Contractor shall be an organization engaged in the development, licensing or implementation of a GIS design tool software product or Outage Management software product unless express written consent is obtained in advance from Telvent.

ARTICLE 6
ASSIGNMENT

The following provision supersedes Article 6 of the Software License Agreement for the governance of Responder only:

Upon written approval from Telvent, Licensee may assign its rights and obligations hereunder to the other/s affiliate company provided such affiliate company agrees, in writing, to assume such Licensee's rights and obligations under the Agreement. The affiliate company to which the assignment is made will be responsible for payment of any addition in the site license fee, as provided in Article 7 below. As of the effective date of such assignment, the assigning Licensee shall have no further rights, obligations or liability pursuant to this Agreement except its obligation to maintain the confidentiality of the Software and Related Materials.

ARTICLE 7
MERGER OR ACQUISITION

The following provision is added to Article 7 of the Software License Agreement for governance of Responder only:

Pricing and Payment. Should merged or acquired affiliate companies, or current or future affiliate companies not named in this Agreement, elect to participate in the Software site license granted hereunder, an equitable adjustment of the site license fee will be made to accommodate the increase in number of copies of Software required. License fees will be billed upon receipt of Software.

Except as modified by this Addendum all other terms in the Agreement and any other previous modifications to the Agreement are incorporated herein by this reference and remain unchanged unless modified by a separate signed modification agreement.

IN WITNESS WHEREOF, the City of Denton, Texas has executed this Agreement in four (4) original counterparts, by and through its duly-authorized City Manager; and Telvent USA LLC, a Delaware limited liability company, having executed this Agreement by and through its duly-authorized undersigned officer, on this the _26th_ day of _July_, 2013.
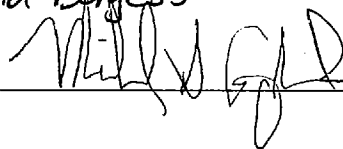
"CITY"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____
GEORGE C. CAMPBELL
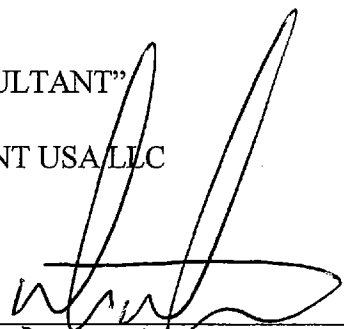CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
~~EDWIN M. SNYDER~~, CITY ATTORNEY
Anita Burgess

By: _____

"CONSULTANT"

TELVENT USA LLC

By: _____

ATTEST:

By: _____

TELVENT USA LLC
SMALL UTILITY
ENTERPRISE LICENSE AGREEMENT

Contract No. 2013-402

This Small Utility Enterprise License Agreement is a License Agreement and not an Agreement for Sale. This Enterprise License Agreement (ELA) is between City of Denton, Texas, a Texas Municipal Corporation (Licensee), whose address is given in Exhibit 1, Registered Licensee Information annexed hereto, and Telvent USA LLC (Telvent) and is effective (Effective Date) as of the date of signature of this ELA and receipt of Licensee's Purchase Order citing this signed ELA. The ELA grants Licensee certain limited rights to use specific proprietary Telvent Enterprise Software and Related Materials (Software and Related Materials) and receive maintenance and support over a limited, fixed period of time from the Effective Date of this ELA. All rights not specifically granted in this ELA are reserved to Telvent.

This ELA constitutes the sole and entire agreement of the parties as to the subject matter set forth herein. This ELA supersedes any different or additional terms or conditions in or with any Licensee Purchase Order and the terms of this ELA shall govern.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the software listed in Exhibit 1, which is the licensing of the Enterprise Software. All other software shall continue to be licensed under the existing Software License Agreement (Contract No. 2003-CoServ) with Telvent. Except as provided in Article 12.b, any modifications or amendments to this ELA must be in writing and signed by an authorized representative of each party.

ARTICLE 1
DEFINITIONS

As used herein, the following words, phrases or terms in this ELA shall have the following meanings:

"Deploy", "Deployed", or "Deployment" means to redistribute and install or the redistribution and installation of the Enterprise Software or its having been redistributed and installed by Licensee on Licensee's hardware.

"Enterprise Software" means the actual copy of all or any portion of the computer programs delivered, inclusive of backups, updates or merged copies of the specific Telvent software products identified in Exhibit 2.

"ELA Fees" means the fees set forth in Exhibit 3, ELA Fee Schedule.

"Hardware Key/License Manager" means the device and/or software program that administers the distribution of the licensed number of Enterprise Software copies of requesting end users.

"Licensed Configuration" means the Licensee's specific computer networks and/or computer systems which are licensed to use the Software, as designated through the internet website url: http://www.telvent-gis.com/support/download_form.shtml.

"Related Materials" means all of the printed materials, user and specification documentation, training documentation, and other material, if any, specifically identified for use in conjunction with the confidential Enterprise Software supplied by Telvent under this ELA.

ARTICLE 2
GRANT OF LICENSE AND RESERVATION OF OWNERSHIP

a. Grant of License and Retention of Rights. Telvent hereby grants to Licensee a limited term, personal, non-exclusive, nontransferable license to use the Enterprise Software and Related Materials pursuant to the terms and conditions of this ELA. From the date of receipt, Licensee agrees to protect the Enterprise Software and Related Materials from any unauthorized use, reproduction, distribution or publication. Telvent retains exclusive title and ownership of any copy of the Enterprise Software and Related Materials licensed under this ELA.

b. License Management. Telvent employs a License Manager to limit use of the licensed Enterprise Software to specific computer networks and/or computer systems. As each configuration of computer networks and/or computer systems may be unique, Licensee agrees to conform its use of the Enterprise Software to the Licensed Configuration. The Licensed Configuration is incorporated herein by this reference, inclusive of any written modifications approved by Telvent. Licensee is required to update its Licensed Configuration to reflect current use of Enterprise Software for license management purposes.

c. Audit. The terms and conditions in this Small Utility ELA offer are for utilities with a total customer count that falls between 10,001 and 50,000. By entering into this Agreement, Licensee confirms its organization's customer count falls within this range. During the term of this ELA, Telvent or its designated agent may inspect Licensee's facilities and records to verify Licensee's compliance with this ELA. Any such inspection will take place only during Licensee's normal business hours and upon no less than ten (10) days prior written notice from Telvent. Telvent will give Licensee written notice of any non-compliance with the Licensed Configuration.

ARTICLE 3
COPYRIGHT

The Enterprise Software and Related Materials are owned by Telvent and are protected by United States copyright laws and applicable international treaties and/or conventions. Licensee may not export the Enterprise Software and Related Materials into a country that does not have copyright laws that will protect Telvent's proprietary rights.

ARTICLE 4
SCOPE OF USE

a. **Permitted Uses.** The license grant permits the Licensee to do only each of the following:

- Licensee may install the Enterprise Software onto the computer systems designated by the Licensed Configuration.

- Licensee may use the Enterprise Software and Related Materials for its internal business and commercial operations only.

- Licensee may access and use any secure Telvent website resources made available to Licensee for Licensee's internal use only, provided that Licensee follows Telvent's terms of use policy specified therein. All password or controlled access information provided by Telvent shall be treated as Telvent Confidential Information.

- Licensee may make only one copy of the Enterprise Software for archival and disaster recovery purposes unless the right to make additional copies is granted to Licensee in writing by Telvent.

b. **Uses Not Permitted.** The Licensee has no rights to:

- Licensee may not sell, rent, lease, sublicense, lend, time-share or transfer, in whole or in part, or provide unlicensed Third Parties access to prior or present versions of the Enterprise Software and Related Materials, any updates, or Licensee's rights under this ELA.

- Licensee may not reverse engineer, decompile or disassemble the Software, or make any attempt to unlock or bypass the License Manager.

- Licensee may not alter, modify or create any derivative works of the Enterprise Software and/or Related Materials.

- Licensee may not make additional copies of the Enterprise Software and/or Related Materials.

- Licensee may not remove or obscure any copyright or trademark notices from the Enterprise Software and/or Related Materials.

c. Use By Contractors: A contractor of Licensee ("Contractor"), may be permitted to access the Enterprise Software under the following terms and conditions.

- The term "Contractor" refers to a person, not an employee of Licensee, which is contracted by Licensee and authorized to perform construction or other work on Licensee's behalf. No Contractor shall be an organization engaged in the development, licensing or implementation of a GIS design tool software product unless express written consent is obtained in advance from Telvent.

- No licensing rights will be provided to the Contractor. The license will remain licensed to the Licensee. When its Contractors use the Enterprise Software, Licensee will be responsible for ensuring a Contractor's use of the Enterprise Software in accordance with the terms of this ELA, and shall solely liable for any misuse of the Enterprise Software by Contractor.

- Any Contractor permitted to use the Enterprise Software by Licensee will use it for the sole benefit of Licensee, and only while working on-site at Licensee's facilities or by remotely accessing the Enterprise Software from Licensee's on-site computers or machines. The Enterprise Software may not be used by the Contractor to perform work for any other Licensee.

- Licensee will keep a written record of which Contractors are using the Enterprise Software. Telvent may audit these records upon request, provided that such audits may not unreasonably interfere with Licensee's business and shall occur only during Licensee's normal hours of operation.

- If a Contractor that is using the Enterprise Software ceases to perform work for Licensee, then Licensee will ensure that the Contractor discontinues use of and access to the Enterprise Software.

Such limits shall apply to use of either a portion of or the entire Enterprise Software or Related Materials.

ARTICLE 5
PAYMENT

Fees for the Enterprise Software and Related Materials (the "ELA Fees") will be identified in Exhibit 3. ELA Fees are stated in United States Dollars, must be paid in United States Dollars, and, unless otherwise specified in writing, do not include out-of-pocket expenses or shipping costs. Licensee will pay all ELA Fees and expenses, if any, no later than thirty (30) days from the date of an invoice. All ELA Fees are exclusive of Taxes. Licensee will pay Telvent an amount equal to any Taxes arising from or relating to this ELA which are paid by or are payable

by Telvent. "Taxes" means any form of sales, use, value added or other form of taxation and any fines, duties, fees, penalties, surcharges or interest, but excluding any taxes based solely on the net income of Telvent.

ARTICLE 6
TERM, TERMINATION, AND RENEWAL

a. Term: The license granted by this ELA is for a term of three (3) years from the Effective Date, unless this ELA is terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Software Deployed shall be concurrent with the term of this ELA. No indefinite or perpetual term license grants are provided with this ELA.

b. Termination By Government Entity: For Government owned utilities only, either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

c. Termination For Cause: Either party may termination this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from the date of written notice to cure any material breach. Notwithstanding the foregoing, the parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Telvent shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

d. Termination for Convenience. Should Licensee terminate this ELA for convenience, Licensee will be required to continue paying the ELA Fees for the remainder of the ELA.

e. Effect of Termination or Expiration: Upon expiration or termination of this ELA, all Enterprise Software Deployed shall terminate. Licensee shall cease access and use of the Enterprise Software and uninstall, remove, and destroy all Deployed Enterprise Software and any whole or partial copies, modifications, media, or merged portions in any form and execute and deliver evidence of such actions to Telvent. All Enterprise Software maintenance services shall also terminate.

f. Renewal: Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any renewal ELA will be offered in accordance with license terms and conditions and pricing then in effect and based upon Licensee's then current meter count.

ARTICLE 7
ASSIGNMENT

Licensee shall not assign this ELA or Licensee's rights hereunder without the prior written consent of Telvent. Any purported assignment without such consent shall be null and void.

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ARTICLE 8
MERGER, DIVESTITURE OR ACQUISITION

a. Merger or Acquisition. Should Licensee acquire, be acquired by, or merge with another business entity after the date of execution of this License, Licensee shall promptly provide written notice to Telvent. Any entities merged with or acquired by Licensee may join the ELA as additional users upon mutual written agreement of the parties only if the new cumulative meter count does not exceed the maximum meter count to qualify for the Small Utility ELA program. If the new cumulative meter count moves Licensee into a higher pricing tier within the Small Utility ELA program, an increase in the ELA Fees will be negotiated by the parties. If the new cumulative meter count exceeds the limit for the Small Utility ELA program, this ELA shall be considered terminated and a new pricing model shall be negotiated and applied.

b. Divestiture. Should any portion of the Licensee's organization be sold or divested, all Enterprise Software and/or Related Materials used by the divested entity must either be uninstalled or transferred to the Licensee in a prompt manner. If the divested entity wishes to continue using any portion of the Enterprise Software, Telvent and the divested entity shall enter into a mutually agreed upon agreement between the parties. Additional fees shall apply to the continued use of the Enterprise Software by the divested entity.

ARTICLE 9
LIMITED WARRANTY AND DISCLAIMER

a. Limited Warranty. Telvent warrants that the unaltered Enterprise Software and media, under normal use, will conform substantially to the Related Materials and will be free from defects in materials and workmanship for a period of ninety (90) days from the date of issue of the software download password or of the license file(s), whichever is first.

b. General Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY ABOVE, Telvent DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE ENTERPRISE SOFTWARE AND RELATED MATERIALS.

c. Data Disclaimer. LICENSEE ASSUMES ALL RESPONSIBILITY FOR THE QUALITY AND ACCURACY OF DATA USED IN CONJUNCTION WITH THE SOFTWARE LICENSED UNDER THIS ELA. TELVENT MAKES NO WARRANTY WITH RESPECT TO THE DATA. Without limiting the generality of the preceding sentence, Telvent does not warrant that the data will meet Licensee's needs or expectations, the use of the data will be uninterrupted, or that all nonconformities can or will be corrected. Licensee should always verify its data including, but not limited to, map, spatial, raster, and tabular information, against its own records.

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Feb 2013

d. Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE WEB SERVICES.

e. Exclusive Remedy. During the warranty period, Telvent's entire liability and Licensee's exclusive remedy shall be, at Telvent's option, to attempt to correct or work around errors, to replace the Enterprise Software and Related Materials in accordance with the Telvent Maintenance and Support Policy, or to return the license fees paid and terminate the ELA upon the Licensee uninstalling and returning the Enterprise Software and Related Materials to Telvent with a copy of Licensee's receipt.

ARTICLE 10
ENTERPRISE SOFTWARE MAINTENANCE

ELA Maintenance for Enterprise Software provided under this ELA is included with the ELA Fee. ELA Maintenance consists of Enterprise Software and/or Related Materials, updates, and access to technical support and other benefits specified in the Telvent Maintenance Support Services Policy (please see http://www.telvent-gis.com/support/maintenance.shtml for specific terms of reference), as modified by this Article 9. Notwithstanding the foregoing, any terms and conditions included in the Maintenance Support Services Policy, especially those related to price, term and renewal, that differ from those contained herein, shall not apply to the ELA Maintenance. This ELA takes precedence over the Maintenance Support Services Policy.

- **Tier 1 Support Provided by Licensee**

(1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensees authorized users.
(2) The Tier 1 Help Desk shall use analysts fully trained in the Enterprise Software they are supporting.
(3) At a minimum, Tier 1 Support shall include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
(4) Tier 1 Support analysts shall be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the Licensee. This may include obtaining any customizations, code samples, or data involved, if applicable, to the Incident. The analyst shall also use any other information and databases it may develop to satisfactorily resolve Incidents.

(5) If the Tier 1 Help Desk can not resolve the Incident, an authorized Tier 1 Help Desk individual may contact Telvent Technical Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensees.

(6) Tier 1 Help Desk individuals identified by Licensee are the only individuals authorized to contact Telvent directly for Tier 2 Support. Licensee may revise named individuals by written notice.

- **Tier 2 Support Provided by Telvent**

(1) Telvent shall log the calls received from the Tier 1 Help Desk individuals.
(2) Telvent shall attempt to resolve the Incidents by assisting the Tier 1 Help Desk individuals.
(3) When the Incident is resolved, Telvent shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the Licensee.
(4) Telvent may, at Telvent's sole discretion, make patches, hot fixes, or updates available for downloading from Telvent's web site or deliver them on via email.

ARTICLE 11
LIMITATION OF LIABILITY

a. Disclaimer of Certain Types of General Liability. Telvent SHALL IN NO EVENT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ELA OR USE OF THE ENTERPRISE SOFTWARE, OR RELATED MATERIALS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT Telvent HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

b. Limitation of Liability. FOR ALL EVENTS AND CIRCUMSTANCES, Telvent'S TOTAL CUMULATIVE AND AGGREGATE LIABILITY ARISING OUT OF THIS ELA, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, WILL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNTS PAID TO Telvent DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

ARTICLE 12
INDEMNITY AGAINST INFRINGEMENT

a. Indemnification. Telvent, at its own expense, shall (i) defend Licensee against a Claim and (ii) pay costs, damages and/or attorneys fees that are included in a final judgment against Licensee (without right of appeal) or in a settlement approved by Telvent that are attributable to an unaffiliated third party's claim that the Enterprise Software and Related Materials furnished under this ELA infringe a U. S. Copyright ("Claim"). As conditions precedent to Telvent's obligations to Licensee under Article 12a., Licensee must comply with the following conditions. Licensee must (1) notify Telvent promptly, but in no event later than ten (10) days of receipt of any Claim for which relief is sought under this ELA (including evidence of the Claim brought); (2) provide Telvent with the right to control and conduct the defense of the Claim with counsel of its choice and to settle such Claim at Telvent's sole discretion; and (3) cooperate with Telvent in the defense of the Claim.

b. Remedies. As to any Enterprise Software and Related Materials that are or in the opinion of Telvent may become subject to a claim of infringement, Telvent, at its option, will obtain the right for Licensee to continue using the Enterprise Software and Related Materials or replace or modify the Enterprise Software and Related Materials so as to make them non-infringing. If Telvent determines that neither remedy is commercially practical, then Telvent may terminate the ELA without further liability under this paragraph, and if the infringing items are returned to Telvent, Licensee shall be refunded the ELA fees, prorated over a three year period.

c. Alterations by Licensee. If Licensee extends, alters, modifies, or creates any derivative works of the Enterprise Software and Related Materials or breaches this ELA in any way, Telvent will not indemnify nor defend Licensee from any infringement claim resulting from any of these modifications or alterations. Licensee, at its own expense, shall defend and indemnify Telvent from all claims, damages, legal fees, and costs of whatsoever kind or nature arising out of any infringement in connection with Licensees performance of such modification or alteration to the Enterprise Software and Related Materials.

THIS SECTION STATES Telvent'S ENTIRE OBLIGATION TO LICENSEE AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR COPYRIGHT INFRINGEMENT.

<div align="center">

ARTICLE 13
GENERAL PROVISIONS

</div>

a. Export Regulations: Licensee acknowledges that this ELA and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders relating to the export of computer software or know-how relating thereto. Telvent Enterprise Software and Related Materials may be Technical Data under United States export laws. Licensee agrees to comply with all laws, regulations, and orders of the United States in regard to any export of such Technical Data. Licensee agrees not to disclose or re-export any Technical Data received under this ELA in or to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Licensee has obtained prior written authorization from Telvent and the U. S. Office of Export Control.

b. Future Versions: Updated or new Enterprise Software may require additional or revised terms and conditions. Telvent will provide notice of the revisions to Licensee in writing. The revisions shall be incorporated into this ELA upon such written notice to Licensee. Should Licensee reject the revisions, then Licensee shall not install or use the revised, updated, or new Enterprise Software.

c. OEM Licenses: If Licensee obtains Software or Related Materials or any component thereof as part of an original equipment manufacturer (OEM) software program or product developed and licensed by an OEM business partner of Telvent, Licensee shall not be entitled to or seek any discount from the OEM business partner or Telvent, directly or indirectly, as a result of or based on the availability of such Software or Related Materials, as Enterprise Software under this ELA. In addition, such Software and Related Materials, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

d. Product Obsolescence. During the term of this ELA, some Enterprise Software items may become obsolete, may no longer be commercially offered, or may no longer be available for unlimited quantity Deployment. Licensee may continue to use such Enterprise Software that has been Deployed for the term of the ELA, but updates for such obsolete Enterprise Software may not be available. Telvent's Product Life Cycle Support Policy, available at http://www.telvent-gis.com/support/SupportLifeCycleandPolicy.pdf defines the support phases and overall support plans. ELA Maintenance shall be subject to the Product Life Cycle Support Policy.

e. Purchase Orders: Licensee shall issue a Purchase Order upon execution of the ELA and annually thereafter in accordance with the payment schedule. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) days of execution of the ELA. All Purchase Orders shall include the following language "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE Telvent SMALL UTILITY ELA, AND ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN OR WITH THIS PURCHASE ORDER SHALL NOT APPLY".

f. Endorsement and Publicity: This ELA shall not be construed or interpreted as an exclusive dealings agreement or an endorsement of Telvent by Licensee. Licensee agrees that upon execution of this ELA, Telvent may publicize the existence of this ELA with Licensee.

g. Severability: If any provision or portion of a provision of this ELA is held invalid or unenforceable, the remainder of the ELA shall not be affected, and the remaining terms will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the ELA.

h. No Implied Waivers: No failure or delay by Telvent in enforcing any right or remedy under this ELA shall be construed as a waiver of any future or other exercise of such right or remedy by Telvent.

i. Order of Precedence: Any conflict between the terms of this ELA and any Purchase Order or other terms shall be resolved in favor of the terms of this ELA.

j. Governing Law: This ELA, entered into in the County of Larimer, shall be construed and enforced in accordance with, and be governed by, the laws of the State of Colorado without reference to conflict of laws principles. The parties hereby consent to the personal jurisdiction of the courts of this county and waive their rights to change venue.

k. Survival. If this ELA is terminated for any reason, Articles 2, 3, 5, 9b, and 11 of this ELA will survive such termination.

l. Entire Agreement and Amendments: This ELA and the Attachments, which are incorporated by reference, constitute the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any Amendments to this ELA must be in writing and signed by an authorized representative of each party. The attachments are as follows:

Exhibit 1 -- Registered Client Information
Exhibit 2 -- Enterprise Software
Exhibit 3 -- ELA Fees Schedule

IN WITNESS WHEREOF, the parties hereto have executed this ELA to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

IN WITNESS WHEREOF, the City of Denton, Texas has executed this Agreement in four (4) original counterparts, by and through its duly-authorized City Manager; and Telvent USA LLC, a Delaware limited liability company, having executed this Agreement by and through its duly-authorized undersigned officer, on this the _26th_ day of _July_, 2013.

"CITY"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____
GEORGE C. CAMPBELL
CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
~~EDWIN M. SNYDER~~, CITY ATTORNEY
Anita Burgess

By: _____

"CONSULTANT"

TELVENT USA LLC

By: _____

ATTEST:
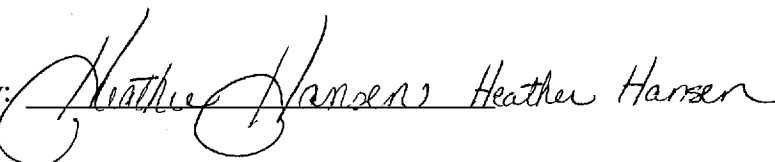
By: _____ Heather Hansen

EXHIBIT 1
Registered Client Information

Client Name:

_____

_____

Primary Contact:

Mailing Address:

_____

_____

Email:_____

Telephone No.:_____

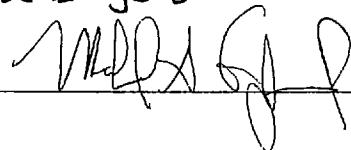Fax No.:_____

Bill To:

_____

Address:

_____

_____

_____

Ship Original Software To:

_____

Address:

_____

_____

_____

Client's Contract Administrator's Name:

_____

Address:

_____

_____

_____

Telephone No.:_____

Fax No.:_____

Note: This will be assumed to be a taxable transaction unless the following documentation is provided upon execution of this license:

1. Direct Pay Certification
   No. _____ and a copy of the applicable state documentation, or

2. A copy of your Tax Exemption Certificate.

EXHIBIT 2
Enterprise Software

The ELA includes unlimited quantities of the following Telvent proprietary software:

- ArcFM
- ArcFM Viewer
- Designer
- Designer Staker
- Designer Express
- Conduit Manager
- Network Adapter
- Fiber Manager
- ArcFM Viewer with Redliner
- ArcFM Viewer with Inspector
- ArcFM Server Standard
- ArcFM Geodatabase Manager

Any additional Telvent software that is not included in the list above that Licensee wishes to obtain during the term of this ELA, whether such software exists at the time of signing this ELA or not, shall be available to Licensee under a separate agreement and at an additional price.
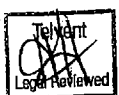
Exhibit 3
ELA Fees Schedule

Licensee shall pay the following ELA Fees for the duration of the agreement. Payment for each year shall be due within 30 days of reciept of an invoice from Telvent.

	Year 1	Year 2	Year 3	Total
Total Annual Fee	$25,000	$25,000	$25,000	$75,000

ORDINANCE NO. <u>2016-322</u>

AN ORDINANCE OF THE CITY OF DENTON, TEXAS PROVIDING FOR, AUTHORIZING, AND APPROVING THREE (3) YEAR SOFTWARE MAINTENANCE FOR CONTINUED VENDOR SUPPORT OF THE DENTON MUNICIPAL ELECTRIC (DME) ARCFM SOLUTION AND ASSOCIATED SOFTWARE MODULES ALONG WITH NEW HARDWARE AND SOFTWARE UPGRADES, WHICH IS AVAILABLE FROM ONLY ONE SOURCE AND IN ACCORDANCE WITH CHAPTER 252.022 OF THE TEXAS LOCAL GOVERNMENT CODE SUCH PURCHASES ARE EXEMPT FROM THE REQUIREMENTS OF COMPETITIVE BIDDING; AND PROVIDING AN EFFECTIVE DATE (FILE 5770 AWARDED TO TELEVENT USA, LLC FOR A THREE (3) YEAR NOT-TO-EXCEED AMOUNT OF $129,401).

WHEREAS, Section 252.022 of the Local Government Code provides that procurement of items that are only available from one source, including; items that are only available from one source because of patents, copyrights, secret processes or natural monopolies; films, manuscripts or books; electricity, gas, water and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and need not be submitted to competitive bids; and

WHEREAS, the City Council wishes to procure one or more of the items mentioned in the above paragraph; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The following purchase of materials, equipment or supplies, as described in the "File" listed hereon, and on file in the office of the Purchasing Agent, are hereby approved:

FILE NUMBER	VENDOR	AMOUNT
5770	Televent USA, LLC	$129,401

SECTION 2. The City Council hereby finds that this bid, and the award thereof, constitutes a procurement of items that are available from only one source, including, items that are only available from one source because of patents, copyrights, secret processes or natural monopolies; films, manuscripts or books; electricity, gas, water and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and need not be submitted to competitive bids.

SECTION 3. The acceptance and approval of the above items shall not constitute a contract between the City and the person submitting the quotation for such items until such person shall comply with all requirements specified by the Purchasing Department.

SECTION 4. The City Manager is hereby authorized to execute any contracts relating to the items specified in Section 1 and the expenditure of funds pursuant to said contracts is hereby authorized.

SECTION 5. The City Council of the City of Denton, Texas hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under File 5770 to the City Manager of the City of Denton, Texas, or his designee.

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

PASSED AND APPROVED this the ___18___ day of October , 2016.

_____
CHRIS WATTS, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: _____

EXHIBIT 1

Schneider
Electric

Any additional Telvent software that is not included in the list above that Licensee wishes to obtain during the term of this ELA, whether such software exists at the time of signing this ELA or not, shall be available to Licensee under a separate agreement and at an additional price.

Exhibit 3 – ELA Fees Schedule, shall be deleted and replaced with the following.

Licensee shall pay the following ELA Fees for the duration of the Agreement. Payment for each year shall be due within 30 days of receipt of an invoice from Telvent.

	Year 1 November 1, 2016 – October 31, 2017	Year 2 November 1, 2017 – October 31, 2018	Year 3 November 1, 2018 – October 31, 2019	Total
Total Annual Fee	$28,000	$28,000	$28,000	$84,000

All terms and conditions of the Agreement not specifically amended as provided herein shall remain unchanged and in full force and effect.

Accepted and Agreed:

City of Denton, Texas, a Texas Municipal Corporation

Signature: _____

Printed Name: _ELTON D. BROCK_

Title: _PURCHASING & MATERIALS MANAGEMENT MANAGER_

Date: _____

Telvent USA, LLC

Signature: _____

Printed Name: _Dren Ditter_

Title: _Director of Operations_

Date: _October 27, 2016_

Reviewed WL

EXHIBIT 1

Schneider
Electric

Small Utility Enterprise License Agreement
City of Denton, Texas, a Texas Municipal Corporation
Amendment No. 1

In accordance with the terms and conditions of the Small Utility Enterprise License Agreement ("Agreement" or "ELA") between City of Denton, Texas, a Texas Municipal Corporation ("Licensee") and Telvent USA LLC ("Telvent"), Contract No. 2013-402, the parties hereby wish to amend the Agreement for the purpose of renewing the Agreement for an additional three-year period. The terms of the Agreement shall be amended as follows.

Article 6, Term, Termination, and Renewal
The paragraph a. of Article 6 shall be deleted and replaced with the following provision.

a. **Term:** The license granted by this ELA Amendment 1 is for a period of three (3) years from the Effective Date, unless terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Software deployed by Licensee shall be concurrent with the term of this ELA Amendment. No indefinite or perpetual term license grants are provided with this ELA.

For the avoidance of doubt, the Effective Date for Year 1 under this Amendment 1 is August 1, 2016.

Article 13, General Provisions
The paragraph l. of Article 13 references Exhibit 2 – Enterprise Software and Exhibit 3 – ELA Fees Schedule.

Exhibit 2 – Enterprise Software, shall be deleted and replaced with the following.

The ELA includes unlimited quantities of the following Telvent proprietary software:

- ArcFM
- ArcFM Viewer
- Designer
- Designer Express
- Conduit Manager
- Network Adapter
- Fiber Manager
- ArcFM Viewer with Redliner
- ArcFM Viewer with Inspector
- ArcFM Server Standard
- ArcFM Geodatabase Manager

Schneider Electric

**Small Utility Enterprise License Agreement
City of Denton, Texas, a Texas Municipal Corporation
Amendment No. 2**

In accordance with the terms and conditions of the Small Utility Enterprise License Agreement ("Agreement" or "ELA") between City of Denton, Texas, a Texas Municipal Corporation ("Licensee"), and Telvent USA, LLC ("Telvent"), Contract No. 2013-402, the parties hereby wish to amend the Agreement for the purpose of extending Year 3 for an additional two months. The terms of the Agreement shall be amended as follows.

Article 6, Term, Termination, and Renewal
The paragraph a. of Article 6 shall be deleted and replaced with the following provision, with changes shown in italics.

   a. **Term:** The license granted by this ELA Amendment 1 is for a period of *thirty-eight (38) months* from the Effective Date, unless terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Software deployed by Licensee shall be concurrent with the term of this ELA Amendment. No indefinite or perpetual term license grants are provided with this ELA.

     For the avoidance of doubt, the Effective Date for Year 1 under this Amendment 1 is August 1, 2016.

Exhibit 3 – ELA Fees Schedule, shall be deleted and replaced with the following, with changes shown in italics.

Licensee shall pay the following ELA Fees for the duration of the Agreement. Payment for each year shall be due within 30 days of receipt of an invoice from Telvent.

	Year 1 ~~November~~ *October* 1, 2016 – ~~October 31~~ *September 30*, 2017	Year 2 ~~November~~ *October* 1, 2017 – ~~October 31~~ *September 30*, 2018	Year 3 ~~November~~ *October* 1, 2018 – *November 30, 2019*	Total
Total Annual Fee	$28,000	$28,000	*$32,667*	*$88,667*

All terms and conditions of the Agreement not specifically amended as provided herein shall remain unchanged and in full force and effect.

Signatures to follow on next page

Accepted and Agreed:

City of Denton, Texas, a Texas Municipal Corporation

Signature: _Cindy Alonzo_
EB6CC3C4BEF0496...

Printed Name: Cindy Alonzo

Title: Senior Buyer

Date: 8/7/2018

Telvent USA, LLC

Signature: _Drew Ditter_
EC383CF0AA914F4...

Printed Name: Drew Ditter

Title: Director of Operations

Date: 8/8/2018

Certificate Of Completion

Envelope Id: 4712C5A3D81943ACAB808D6D8CC1BEE2   Status: Completed
Subject: Please DocuSign: Amendment No 2-Schneider_Telvent Software Lic Agr 2013-402 .pdf
Source Envelope:
Document Pages: 2   Signatures: 2   Envelope Originator:
Certificate Pages: 5   Initials: 0   Cindy Alonzo
AutoNav: Enabled   901B Texas Street
EnvelopeId Stamping: Enabled   Denton, TX 76209
Time Zone: (UTC-08:00) Pacific Time (US & Canada)   Cynthia.Alonzo@cityofdenton.com
                                                                                         IP Address: 129.120.6.150

Record Tracking

Status: Original   Holder: Cindy Alonzo   Location: DocuSign
         8/7/2018 3:49:00 PM   Cynthia.Alonzo@cityofdenton.com

Signer Events	Signature	Timestamp
Cindy Alonzo cynthia.alonzo@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None)	Cindy Alonzo EB6CC3C4BEF0496... Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150	Sent: 8/7/2018 3:52:59 PM Viewed: 8/7/2018 3:53:06 PM Signed: 8/7/2018 3:53:17 PM

Electronic Record and Signature Disclosure:
    Not Offered via DocuSign

Signer Events	Signature	Timestamp
Drew Ditter drew.ditter@schneider-electric.com Director of Operations Security Level: Email, Account Authentication (None)	Drew Ditter EC383CF0AA914F4... Signature Adoption: Pre-selected Style Using IP Address: 198.202.137.38	Sent: 8/7/2018 3:53:18 PM Viewed: 8/8/2018 7:56:41 AM Signed: 8/8/2018 7:56:56 AM

Electronic Record and Signature Disclosure:
    Accepted: 8/8/2018 7:56:41 AM
    ID: e1cabbc5-8c50-46d3-b896-1289527c7026

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Lisa Clark Lisa.Clark@schneider-electric.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/8/2018 7:56:57 AM Viewed: 8/8/2018 8:00:06 AM

Electronic Record and Signature Disclosure:
    Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Sandra Allsup Sandra.Allsup@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**COPIED**	Sent: 8/8/2018 7:56:57 AM Viewed: 8/8/2018 7:57:57 AM

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/8/2018 7:56:57 AM
Certified Delivered	Security Checked	8/8/2018 7:56:57 AM
Signing Complete	Security Checked	8/8/2018 7:56:57 AM
Completed	Security Checked	8/8/2018 7:56:57 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
 To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

      i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

      ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, 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:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

ORDINANCE NO.   20-498

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A THIRD AMENDMENT TO A SOLE SOURCE AGREEMENT BETWEEN THE CITY OF DENTON AND TELVENT USA, LLC, AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON MAY 7, 2013, IN THE NOT-TO-EXCEED AMOUNT OF $491,813.75; AMENDED BY AMENDMENTS 1-2 APPROVED BY PURCHASING; SAID THIRD AMENDMENT TO PROVIDE CONTINUED VENDOR SUPPORT OF THE DENTON MUNICIPAL ELECTRIC (DME) ARCFM SOLUTION AND ASSOCIATED SOFTWARE MODULES ALONG WITH NEW HARDWARE AND SOFTWARE UPGRADES; WHICH IS THE SOLE PROVIDER OF THIS SOFTWARE, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 252.022, WHICH PROVIDES THAT PROCUREMENT OF COMMODITIES AND SERVICES THAT ARE AVAILABLE FROM ONE SOURCE ARE EXEMPT FROM COMPETITIVE BIDDING; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 5770 – PROVIDING FOR AN ADDITIONAL THREE (3) YEAR TERM AND THIRD AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $142,000, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $722,980.75).

WHEREAS, on May 7, 2013, by Ordinance No. 2013-118, the City awarded a contract to Telvent USA, LLC in the amount of $491,813.75 for the DME GIS Upgrade to Version 10.2.1a; and

WHEREAS, the additional fees under the proposed Third Amendment are fair and reasonable and are consistent with and not higher than the recommended practices and fees applicable to the Provider's profession and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Third Amendment, increasing the amount of the contract between the City and Telvent USA, LLC, which is on file in the office of the Purchasing Agent, in the amount of One Hundred Forty-Two Thousand Five Hundred and 00/100 ($142,500) Dollars, is hereby approved and the expenditure of funds therefor is hereby authorized in accordance with said amendment. The total contract amount increases to $722,980.75.

SECTION 2. The City Council hereby finds that this bid, and the award thereof, constitutes a procurement of items that are available from only one source, including, items that are only available from one source because of patents, copyrights, secret processes or natural monopolies; films, manuscripts or books; electricity, gas, water and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and need not be submitted to competitive bids.

SECTION 3. The acceptance and approval of the above items shall not constitute a contract between the City and the person submitting the quotation for such items until such person shall comply with all requirements specified by the Purchasing Department.

SECTION 4. The City Manager is hereby authorized to execute any contracts relating to the items specified in Section 1 and the expenditure of funds pursuant to said contracts is hereby authorized.

SECTION 5. 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 his designee.

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

The motion to approve this ordinance was made by _KEELY BRIGGS_ and seconded by _JOHN RYAN_, the ordinance was passed and approved by the following vote [_5_ - _0_]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	✓			
Gerard Hudspeth, District 1:	✓			
Keely G. Briggs, District 2:	✓			
Jesse Davis, District 3:				✓
John Ryan, District 4:	✓			
Deb Armintor, At Large Place 5:				✓
Paul Meltzer, At Large Place 6:	✓			

PASSED AND APPROVED this the _3rd_ day of _March_, 2020.

CHRIS WATTS, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: _____
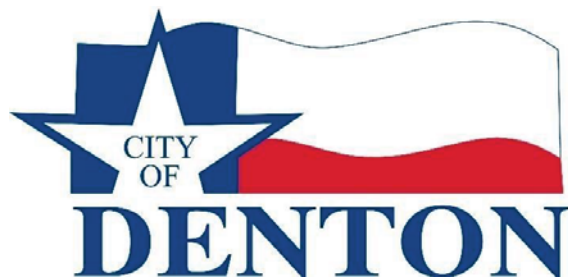
Docusign City Council Transmittal Coversheet

FILE	5770
File Name	Amendment 3 DME GIS
Purchasing Contact	Lori Hewell
City Council Target Date	March 3, 2020
Piggy Back Option	Not Applicable
Contract Expiration	March 3, 2023
Ordinance	20-498

Small Utility Enterprise License Agreement
City of Denton, Texas, a Texas Municipal Corporation
Amendment No. 3

In accordance with the terms and conditions of the Small Utility Enterprise License Agreement ("Agreement" or "ELA") between City of Denton, Texas, a Texas Municipal Corporation ("Licensee"), and Telvent USA, LLC ("Telvent"), Contract No. 2013-402, the parties hereby wish to amend the Agreement for the purpose of extending the ELA for an additional three (3) years. The terms of the Agreement shall be amended as follows.

Article 6, Term, Termination, and Renewal
The paragraph a. of Article 6 shall be deleted and replaced with the following provision, with changes shown in italics.

a. **Term:** The license granted by this ELA Amendment 3 is for *an additional three (3) years* from the Effective Date, unless terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Software deployed by Licensee shall be concurrent with the term of this ELA Amendment. No indefinite or perpetual term license grants are provided with this ELA.

For the avoidance of doubt, the term of this Amendment 3 shall be from December 1, 2019 through November 30, 2022.

In **Exhibit 2 – Enterprise Software,** the list of Telvent proprietary software to which Licensee shall have access to during the term of this Amendment 3 shall be deleted and replaced with the following:

- ArcFM
- ArcFM Editor XI
- ArcFM Viewer
- ArcFM Mobile
- Designer
- Designer XI
- Designer Express
- Network Adapter
- Responder

- Fiber Manager
- ArcFM Viewer with Redliner
- ArcFM Viewer with Inspector
- ArcFM Web
- ArcFM Geodatabase Manager

- Wavepoint
- Conduit Manager
- Responder Adapters

Exhibit 3 – ELA Fees Schedule, shall be deleted and replaced with the following.

Licensee shall pay the following ELA Fees for the duration of this Amendment 3. Payment for each year shall be due within 30 days of receipt of an invoice from Telvent.

Schneider Electric

	Year 1 December 1, 2019 – November 30, 2020	Year 2 December 1, 2020 – November 30, 2021	Year 3 December 1, 2021 – November 30, 2022
Total Annual Fee	$47,500	$47,500	$47,500

All terms and conditions of the Agreement not specifically amended as provided herein shall remain unchanged and in full force and effect.

Accepted and Agreed:

City of Denton, Texas, a Texas Municipal Corporation

Signature: _Todd Hileman_
B776C711BA0D454...

Printed Name: Todd Hileman

Title: City Manager

Date: 03/03/2020

Telvent USA, LLC

Signature: _Drew Ditter_
04CEFA4FC4AD4C6...

Printed Name: Drew Ditter

Title: Director of Operations

Date: 2/14/2020

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _Rosa Rios_
1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: _Mack Reinwand_
7F9D328BF0204E5...

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

Antonio Puente, Jr.
E3760944C2BF4B5...
SIGNATURE

Antonio Puente, Jr.
PRINTED NAME

Chief Financial Officer
TITLE

Electric
DEPARTMENT

Exhibit CIQ

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.** Telvent USA, LLC

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.**

na

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?
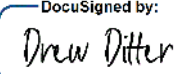
☐ Yes   ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

na

4 | ☒ **I have no Conflict of Interest to disclose.**

5 | DocuSigned by:

Drew Ditter
04CEFA4FC4AD4C6...oing business with the governmental entity

2/14/2020

Date

Certificate Of Completion

Envelope Id: 95873B954C0E449F80645F2672B94C64   Status: Completed
Subject: Please DocuSign: City Council Contract 5770 Telvent Amendment 3
Source Envelope:
Document Pages: 4   Signatures: 6   Envelope Originator:
Certificate Pages: 6   Initials: 1   Lori Hewell
AutoNav: Enabled   901B Texas Street
EnvelopeId Stamping: Enabled   Denton, TX 76209
Time Zone: (UTC-06:00) Central Time (US & Canada)   lori.hewell@cityofdenton.com
                                                                                               IP Address: 129.120.6.150

Record Tracking

Status: Original   Holder: Lori Hewell   Location: DocuSign
    2/13/2020 8:46:23 AM   lori.hewell@cityofdenton.com

Signer Events	Signature	Timestamp
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 129.120.6.150	Sent: 2/13/2020 8:51:44 AM Viewed: 2/13/2020 8:51:52 AM Signed: 2/13/2020 8:53:19 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	*LH* Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150	Sent: 2/13/2020 8:53:20 AM Viewed: 2/13/2020 10:07:39 AM Signed: 2/13/2020 10:07:46 AM
Mack Reinwand mack.reinwand@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: *Mack Reinwand* 7F9D328BF0204E5... Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150	Sent: 2/13/2020 10:07:47 AM Viewed: 2/13/2020 10:12:09 AM Signed: 2/13/2020 10:14:17 AM

Drew Ditter
drew.ditter@se.com
Director of Operations
Telvent USA, LLC
Security Level: Email, Account Authentication (None)
 	
Electronic Record and Signature Disclosure:
   Accepted: 2/13/2020 3:05:52 PM
   ID: 06e1bd22-6bb4-44fe-ad73-a65e0c5c2bd9
	DocuSigned by:
	Drew Ditter
	04CEFA4FC4AD4C6...
	
	Signature Adoption: Pre-selected Style
	Using IP Address: 198.202.137.36
		Sent: 2/13/2020 10:14:18 AM
		Viewed: 2/13/2020 3:05:52 PM
		Signed: 2/14/2020 9:34:45 AM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. antonio.puente@cityofdenton.com Chief Financial Officer Security Level: Email, Account Authentication (None)	*Antonio Puente, Jr.* DocuSigned by: E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150	Sent: 2/14/2020 9:34:47 AM Viewed: 2/14/2020 9:45:34 AM Signed: 2/14/2020 9:50:13 AM

Electronic Record and Signature Disclosure:
    Accepted: 2/14/2020 9:45:34 AM
    ID: d208c3ec-b54c-4700-a24d-e9c9c011a3ba		

Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 129.120.6.150	Sent: 2/14/2020 9:50:16 AM Viewed: 3/4/2020 8:48:11 AM Signed: 3/4/2020 8:48:26 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Todd Hileman Todd.Hileman@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)	*Todd Hileman* DocuSigned by: B776C711BA0D454... Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150	Sent: 3/4/2020 8:48:29 AM Viewed: 3/4/2020 9:52:51 AM Signed: 3/4/2020 9:52:55 AM

Electronic Record and Signature Disclosure:
    Accepted: 7/25/2017 11:02:14 AM
    ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21		

Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)	*Rosa Rios* DocuSigned by: 1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150	Sent: 3/4/2020 9:52:58 AM Viewed: 3/6/2020 7:58:08 AM Signed: 3/6/2020 7:58:54 AM

Electronic Record and Signature Disclosure:
    Accepted: 3/6/2020 7:58:08 AM
    ID: 1a007ee1-137a-4527-bbfd-72fe3b47d8be		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)	**COPIED**	Sent: 2/13/2020 8:53:20 AM Viewed: 2/13/2020 10:11:05 AM
Electronic Record and Signature Disclosure:		

Car**on Cop** E**ents**	Status	**imestamp**
Not Offered via DocuSign		
Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 2/14/2020 9:50:15 AM
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	COPIED	Sent: 3/4/2020 8:48:28 AM
Zolaina Parker Zolaina.Parker@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/4/2020 8:48:28 AM
Omar Rodriguez Omar.Rodriguez@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/6/2020 7:58:56 AM

itness Eents	Signature	**imestamp**

otar E**ents**	Signature	**imestamp**

En**elope Summar** E**ents**	Status	**imestamps**
Envelope Sent	Hashed/Encrypted	3/6/2020 7:58:56 AM
Certified Delivered	Security Checked	3/6/2020 7:58:56 AM
Signing Complete	Security Checked	3/6/2020 7:58:56 AM
Completed	Security Checked	3/6/2020 7:58:56 AM

ament E**ents**	Status	**imestamps**

Electronic Record and Signature Disclosure

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

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

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

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

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

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
 To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:
 i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
 ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, 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:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

 ** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

Name Change

From date of execution, Telvent USA, LLC should now be know as Schneider Electric Smart Grid Solutions, LLC. Schneider hereby accepts all rights, title, and interest to the "Contract" described as follows:

Contract approved May 7, 2013, by and between the City of Denton, Telvent USA, LLC for upgrading Denton Municipal Electric (DME)'s geographical information systems (GIS) and related software systems including ARCGIS and ARCFM Database, Responder outage management system (OMS), Fiber Manager, ARCFM for Silverlight, ARCFM Mobile Replication, ARCFM Mobile Inspector and related custom code from Version 10.1 to 10.2.1A; said Contract # 5225 being in the original not to exceed amount of $491,813.75 and contained the Professional Services Agreement, the Software License Agreement(Contract No. 2013-404), and the Small Utility Enterprise License Agreement (Contract No. 2013-402) (the "ELA").

Amendments 1 through 3 reference contract #5770 in error. The original contract number is 5225 and was attached to all amendments.

Amendment 1 to the ELA approved October 18, 2016, by and between the City of Denton, Telvent USA, LLC for vendor support of the Denton Municipal Electric (DME) ARCFM Solution and associated software modules along with new hardware and software upgrades; said ELA Amendment 1 being in the additional not to exceed amount of $84,000 for a total contract not to exceed amount of $575,813.75.

Amendment 2 to the ELA approved August 7, 2018, by and between the City of Denton, Telvent USA, LLC for vendor support of the Denton Municipal Electric (DME) ARCFM Solution and associated software modules along with new hardware and software upgrades; said ELA Amendment 2 being in the additional not to exceed amount of $4,667 for a total contract not to exceed amount of $580,480.75.

Amendment 3 to the ELA approved March 3, 2020, by and between the City of Denton, Telvent USA, LLC to provide continued vendor support of the Denton Municipal Electric (DME) ArcFM Solution and associated software modules along with new hardware and software upgrades; which is the sole provider of this software; said ELA Amendment 3 being in the additional not to exceed amount of $142,500 for a total contract not to exceed amount of $722,980.75.

This name change shall become effective as of the date the Consent to Name Change is executed by the City of Denton, which will be signed after this Name Change is executed by the Schneider and shall be binding. In the event of a conflict between this name change and the Contract as it relates to the matters of this name changing, the terms of this name change will control. Otherwise, all terms and conditions of the Contract will remain in full force and effect and likewise apply to this document.

Procurement & Compliance

215 E. McKinney St., Denton, TX 76201 • (940) 349-7100

IN WITNESS WHEREOF Schneider execute and affix their respective approval and signature on this Name Change on the dates herein set forth.

Dated: 4/8/2022
_____

DocuSigned by:

Drew Ditter

─04CEFA4FC4AD4C6...

Schneider

Consent to Name Change

In accordance with the provisions of the Contract, the City of Denton hereby consents to the name change affirming that no modification of the Contract is made or intended, except as noted hereinabove. Schneider shall provide to the City of Denton the following documentation (1) a completed substitute W-9 form, and (2) a certificate of insurance which meets or exceeds the insurance requirements of the Contract.

Attached: Conflict of Interest Questionnaire
Contract #5225
Amendments 1 – 3 #5770

Dated: 4/8/2022
_____

Approved by:

DocuSigned by:

lori Hewell

─13E1D934887C40F...

Lori Hewell
Purchasing Manager
City of Denton
901B Texas Street
Denton, Texas
940-349-7100
lori.hewell@cityofdenton.com

OUR CORE VALUES
Integrity • Fiscal Responsibility • Transparency • Outstanding Customer Service

Internal

ORDINANCE NO. 22-1504

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FOURTH AMENDMENT TO A CONTRACT BETWEEN THE CITY OF DENTON AND SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC, FORMERLY TELVENT USA, LLC, AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON MAY 7, 2013, IN THE NOT-TO-EXCEED AMOUNT OF $491,813.75; SAID FOURTH AMENDMENT TO CONTINUE TO PROVIDE VENDOR SUPPORT OF THE DENTON MUNICIPAL ELECTRIC (DME) ARCFM SOLUTION AND ASSOCIATED SOFTWARE MODULES ALONG WITH NEW HARDWARE AND SOFTWARE UPGRADES, WHICH IS THE SOLE PROVIDER OF THESE ITEMS, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 252.022, WHICH PROVIDES THAT PROCUREMENT OF COMMODITIES AND SERVICES THAT ARE AVAILABLE FROM ONE SOURCE ARE EXEMPT FROM COMPETITIVE BIDDING, AND IF OVER $50,000, SHALL BE AWARDED BY THE GOVERNING BODY; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8048 – PROVIDING FOR A TWO (2) YEAR TERM AND AN ADDITIONAL FOURTH AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $95,000.00).

WHEREAS, on May 7, 2013, by Ordinance No. 2013-118, the City awarded a contract to Telvent USA, LLC, in the amount of $491,813.75, for the purchase of a Geographic Information/Facilities Management System (GIS) software products for core operations, enhanced web-based GIS, and a new Outage Management System; and

WHEREAS, on October 18, 2016, by Ordinance No. 2016-322, City Council awarded a First Amendment to Telvent USA, LLC, in the amount of $129,401.00, for vendor support of the Denton Municipal Electric (DME) ARCFM Solution and associated software modules along with new hardware and software upgrades; and

WHEREAS, on August 8, 2018, Purchasing awarded a Second Amendment to Telvent USA, LLC, in the amount of $4,667.00, for vendor support of the Denton Municipal Electric (DME) ARCFM Solution and associated software modules along with new hardware and software upgrades; and

WHEREAS, on March 3, 2020, by Ordinance No. 20-498, the City Council awarded a Third Amendment to Telvent USA, LLC, in the amount of $142,000.00, to provide continued vendor support of the Denton Municipal Electric (DME) ARCFM Solution and associated software modules along with new hardware and software upgrades; and

WHEREAS, on April 8, 2022, Purchasing executed a Name Change with Schneider Electric Smart Grid Solutions, LLC, formally Telvent USA, LLC; and

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

WHEREAS, the additional fees under the proposed Fourth Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees applicable to the Provider's profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Fourth Amendment, increasing the amount of the contract between the City and Schneider Electric Smart Grid Solutions, LLC, formerly Telvent USA, LLC, which is on file in the office of the Purchasing Agent, in the amount of Ninety-Five Thousand and 00/100 ($95,000.00), is hereby approved and the expenditure of funds therefor is hereby authorized in accordance with said amendment.

SECTION 2. The City Council hereby finds that this bid, and the award thereof, constitutes a procurement of items that are available from only one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and need not be submitted to competitive bids.

SECTION 3. The acceptance and approval of the above items shall not constitute a contract between the City and the person submitting the quotation for such items until such person shall comply with all requirements specified by the Purchasing Department.

SECTION 4. The City Manager is hereby authorized to execute any contracts relating to the items specified in Section 1, and the expenditure of funds pursuant to said contracts is hereby authorized.

SECTION 5. 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 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by ___Jesse Davis___ and seconded by ___Brian Beck___, the ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	✓			
Vicki Byrd, District 1:	✓			
Brian Beck, District 2:	✓			
Jesse Davis, District 3:	✓			
Alison Maguire, District 4:	✓			
Brandon Chase McGee, At Large Place 5:	✓			
Chris Watts, At Large Place 6:	✓			

PASSED AND APPROVED this the __16th__ day of __August__ , 2022.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Digitally signed by Marcella
Lunn
DN: cn=Marcella Lunn, o,
ou=City of Denton,
email=marcella.lunn@cityofde
nton.com, c=US
Date: 2022.08.10 16:47:21
-05'00'
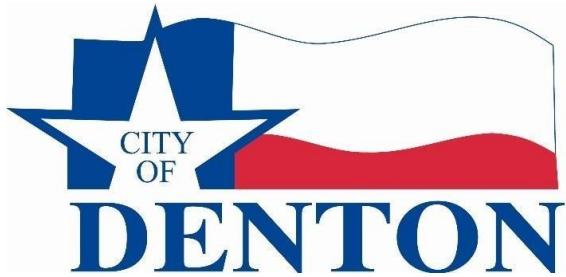
Docusign City Council Transmittal Coversheet

FILE	8048
File Name	Schneider Software Support Amendment
Purchasing Contact	Christa Christian
City Council Target Date	AUGUST 16, 2022
Piggy Back Option	No
Contract Expiration	AUGUST 16, 2024
Ordinance	22-1504

Small Utility Enterprise License Agreement
City of Denton, Texas, a Texas Municipal Corporation
Amendment No. 4

In accordance with the terms and conditions of the Small Utility Enterprise License Agreement ("Agreement" or "ELA") between City of Denton, Texas, a Texas Municipal Corporation ("Licensee"), and Schneider Electric Smart Grid Solutions, LLC, formerly Telvent USA, LLC ("Schneider Electric" or "Telvent"), Contract No. 5770, the parties hereby wish to amend the Agreement for the purpose of extending the ELA for an additional two (2) years and change the contract number from 5770 to 8048. The terms of the Agreement shall be amended as follows.

Article 6, Term, Termination, and Renewal
The paragraph a. of Article 6 shall be deleted and replaced with the following provision, with changes shown in italics.

    a. **Term:** The license granted by this ELA Amendment 4 is for *an additional two (2) years* from the Effective Date, unless terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Software deployed by Licensee shall be concurrent with the term of this ELA Amendment. No indefinite or perpetual term license grants are provided with this ELA.

        For the avoidance of doubt, the term of this Amendment 4 shall be from December 1, 2022 through November 30, 2024.

In **Exhibit 2 – Enterprise Software,** the list of Schneider Electric proprietary software to which Licensee shall have access to during the term of this Amendment 4 shall be as follows:

• ArcFM	• Fiber Manager
• ArcFM Editor XI	• ArcFM Viewer with Redliner
• ArcFM Viewer	• ArcFM Viewer with Inspector
• ArcFM Mobile	• ArcFM Web
• Designer	• ArcFM Geodatabase Manager
• Designer XI	
• Designer Express	• Wavepoint
• Network Adapter	• Conduit Manager
• Responder	• Responder Adapters

Exhibit 3 – ELA Fees Schedule, shall be deleted and replaced with the following.

Licensee shall pay the following ELA Fees for the duration of this Amendment 4. Payment for each year shall be due within 30 days of receipt of an invoice from Schneider Electric.

	Year 1 December 1, 2022 – November 30, 2023	Year 2 December 1, 2023 – November 30, 2024
Total Annual Fee	$47,500	$47,500

For a two year not to exceed amount of $95,000

This Amendment constitutes the entire agreement between the parties regarding the matters of this Amendment and supersedes all prior and contemporaneous agreements and understandings regarding the matters of this Amendment. In the event of a conflict between this Amendment and the Agreement as it relates to the matters of this Amendment, the terms of this Amendment will control. Otherwise, all terms and conditions of the Agreement not specifically amended as provided herein shall remain unchanged and in full force and effect.

Accepted and Agreed:

City of Denton, Texas, a Texas Municipal Corporation

Signature: _Sara Hensley_
5236DB290270423...

Printed Name: Sara Hensley

Title: City Manager

Date: 08/16/2022

Schneider Electric Smart Grid Solutions, LLC

Signature: _Drew Ditter_
04CEFA4FC4AD4C6...

Printed Name: Drew Ditter

Title: Global Operations Director

Date: 7/18/2022

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

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

DocuSigned by:

Antonio Puente

E3760944C2BF4B5...

Antonio Puente

SIGNATURE   PRINTED NAME

DME General Manager

TITLE

Electric

DEPARTMENT

CITY OF DENTON, TEXAS

DocuSigned by:

BY: *Sara Hensley*

5236DB296270423...

SARA HENSLEY
CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

DocuSigned by:

BY: *Rosa Rios*

1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
MACK REINWAND , CITY ATTORNEY

DocuSigned by:

BY: *Marcella Lunn*

4B070831B4AA438...

Certificate Of Completion

Envelope Id: 2D9793DD500D4020926D56EBD160BE7D

Subject: Please DocuSign: City Council Contract 8048 Schneider Software Support Amendment

Source Envelope:

Document Pages: 4	Signatures: 6	Envelope Originator:
Certificate Pages: 6	Initials: 1	Christa Christian
AutoNav: Enabled		901B Texas Street
EnvelopeId Stamping: Enabled		Denton, TX 76209
Time Zone: (UTC-06:00) Central Time (US & Canada)		Christa.Christian@cityofdenton.com
		IP Address: 198.49.140.104

Status: Completed

Record Tracking

Status: Original	Holder: Christa Christian	Location: DocuSign
7/13/2022 10:23:48 AM	Christa.Christian@cityofdenton.com	

Signer Events	Signature	Timestamp
Christa Christian christa.christian@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 198.49.140.104	Sent: 7/13/2022 11:06:30 AM Viewed: 7/13/2022 11:06:42 AM Signed: 7/13/2022 11:07:22 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tabitha Millsop tabitha.millsop@cityofdenton.com Assistant Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	*Tm* DS Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 7/13/2022 11:07:24 AM Viewed: 7/13/2022 12:10:13 PM Signed: 7/13/2022 12:10:21 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: *Marcella Lunn* 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 7/13/2022 12:10:23 PM Viewed: 7/15/2022 10:19:22 AM Signed: 7/15/2022 10:20:02 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Drew Ditter drew.ditter@se.com Global Operations Director Schneider Electric Smart Grid Solutions, LLC. Security Level: Email, Account Authentication (None)	DocuSigned by: *Drew Ditter* 04CEFA4FC4AD4C6... Signature Adoption: Pre-selected Style Using IP Address: 165.225.10.81	Sent: 7/15/2022 10:20:04 AM Resent: 7/15/2022 12:16:04 PM Resent: 7/15/2022 12:17:38 PM Viewed: 7/18/2022 10:27:02 AM Signed: 7/18/2022 11:10:12 AM
Electronic Record and Signature Disclosure: Accepted: 7/18/2022 10:27:02 AM ID: a9dcb3ec-a63e-4ab5-964f-32235116f571		
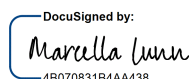
Signer Events	Signature	Timestamp
Antonio Puente Antonio.Puente@cityofdenton.com DME General Manager Security Level: Email, Account Authentication (None)	*Antonio Puente* DocuSigned by: E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 7/18/2022 11:10:14 AM Viewed: 7/18/2022 2:32:34 PM Signed: 7/18/2022 2:32:51 PM

Electronic Record and Signature Disclosure:
     Accepted: 7/18/2022 2:32:34 PM
     ID: de21b813-52bb-42f4-9136-99045670c2d9		

Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 198.49.140.10	Sent: 7/18/2022 2:32:55 PM Viewed: 8/17/2022 8:22:06 AM Signed: 8/17/2022 8:22:26 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)	*Sara Hensley* DocuSigned by: 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 8/17/2022 8:22:29 AM Viewed: 8/17/2022 8:23:11 AM Signed: 8/17/2022 8:23:22 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)	*Rosa Rios* DocuSigned by: 1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 8/17/2022 8:23:24 AM Viewed: 8/17/2022 1:41:24 PM Signed: 8/17/2022 1:41:44 PM

Electronic Record and Signature Disclosure:
     Accepted: 8/17/2022 1:41:24 PM
     ID: 85013305-a946-4f6b-952b-315850bcd49e		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	**COPIED**	Sent: 7/13/2022 11:07:24 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/18/2022 2:32:54 PM Viewed: 7/19/2022 10:32:38 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/17/2022 1:41:46 PM

Mark Zimmerer
mark.zimmerer@cityofdenton.com
Electric Engineering Supervisor
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
    Accepted: 7/18/2022 1:28:41 PM
    ID: 79c223f8-d900-4558-9eb9-21104dba1e4e
	COPIED	Sent: 8/17/2022 1:41:47 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/13/2022 11:06:30 AM
Certified Delivered	Security Checked	8/17/2022 1:41:24 PM
Signing Complete	Security Checked	8/17/2022 1:41:44 PM
Completed	Security Checked	8/17/2022 1:41:47 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:
> i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
> ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, 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:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

> ** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

ORDINANCE NO. 24-1198

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIFTH AMENDMENT TO A CONTRACT BETWEEN THE CITY OF DENTON AND SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC, FORMERLY TELVENT USA, LLC, AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON MAY 7, 2013, IN THE NOT-TO-EXCEED AMOUNT OF $491,813.75; SAID FIFTH AMENDMENT TO CONTINUE TO PROVIDE VENDOR SUPPORT OF THE DENTON MUNICIPAL ELECTRIC (DME) ARCFM SOLUTION AND ASSOCIATED SOFTWARE MODULES ALONG WITH NEW HARDWARE AND SOFTWARE UPGRADES, WHICH IS THE SOLE PROVIDER OF THESE ITEMS, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 252.022, WHICH PROVIDES THAT PROCUREMENT OF COMMODITIES AND SERVICES THAT ARE AVAILABLE FROM ONE SOURCE ARE EXEMPT FROM COMPETITIVE BIDDING, AND IF OVER $50,000, SHALL BE AWARDED BY THE GOVERNING BODY; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8564 – PROVIDING FOR A TWO (2) YEAR TERM AND AN ADDITIONAL FIFTH AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $95,000.00).

WHEREAS, on May 7, 2013, by Ordinance No. 2013-118, the City awarded a contract to Telvent USA, LLC, in the amount of $491,813.75, for the purchase of a Geographic Information/Facilities Management System (GIS) software products for core operations, enhanced web-based GIS, and a new Outage Management System; and

WHEREAS, on October 18, 2016, by Ordinance No. 2016-322, City Council awarded a First Amendment to Telvent USA, LLC, in the amount of $129,401.00, for vendor support of the Denton Municipal Electric (DME) ARCFM Solution and associated software modules along with new hardware and software upgrades; and

WHEREAS, on August 8, 2018, Purchasing awarded a Second Amendment to Telvent USA, LLC, in the amount of $4,667.00, for vendor support of the Denton Municipal Electric (DME) ARCFM Solution and associated software modules along with new hardware and software upgrades; and

WHEREAS, on March 3, 2020, by Ordinance No. 20-498, the City Council awarded a Third Amendment to Telvent USA, LLC, in the amount of $142,000.00, to provide continued vendor support of the Denton Municipal Electric (DME) ARCFM Solution and associated software modules along with new hardware and software upgrades; and

WHEREAS, on April 8, 2022, Purchasing executed a Name Change with Schneider Electric Smart Grid Solutions, LLC, formally Telvent USA, LLC; and

WHEREAS, on August 16, 2022, by Ordinance No. 22-1504, the City Council awarded a Fourth Amendment to Schneider Electric Smart Grid Solutions, LLC, in the amount of $95,000.00, to provide continued vendor support of the Denton Municipal Electric (DME) ARCFM Solution and associated software modules along with new hardware and software upgrades; and

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

WHEREAS, the additional fees under the proposed Fifth Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees applicable to the Provider's profession, and such fees do not exceed the maximum provided by law;
NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Fifth Amendment, increasing the amount of the contract between the City and Schneider Electric Smart Grid Solutions, LLC, which is on file in the office of the Purchasing Agent, in the amount of Ninety-Five Thousand and 00/100 ($95,000.00), is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be attached hereto.

SECTION 2. The City Council hereby finds that this bid, and the award thereof, constitutes a procurement of items that are available from only one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and need not be submitted to competitive bids.

SECTION 3. The acceptance and approval of the above items shall not constitute a contract between the City and the person submitting the quotation for such items until such person shall comply with all requirements specified by the Purchasing Department.

SECTION 4. The City Manager is hereby authorized to execute any contracts relating to the items specified in Section 1, and the expenditure of funds pursuant to said contracts is hereby authorized.

SECTION 5. 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 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by __Brian Beck__ and seconded by __Joe Holland__. This ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
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 ___18th___ day of ___June___, 2024.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____Marcella Lunn_____
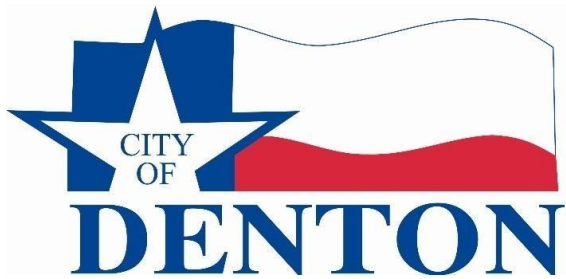
Docusign City Council Transmittal Coversheet

FILE	8564
File Name	SCHEIDER SOFTWARE SUPPORT AMENDMENT
Purchasing Contact	Crystal Westbrook
City Council Target Date	JUNE 18, 2024
Piggy Back Option	Not Applicable
Contract Expiration	NOVEMBER 30, 2026
Ordinance	24-1198

Small Utility Enterprise License Agreement
City of Denton, Texas, a Texas Municipal Corporation
Amendment No. 5

In accordance with the terms and conditions of the Small Utility Enterprise License Agreement ("Agreement" or "ELA") between City of Denton, Texas, a Texas Municipal Corporation ("Licensee"), and Schneider Electric Smart Grid Solutions, LLC, formerly Telvent USA, LLC ("Schneider Electric" or "Telvent"), SE Contract No. 2013-402 or Denton Contract No. 8048, the parties hereby wish to amend the Agreement for the purpose of extending the ELA for an additional two (2) years and change the contract number from 8048 to 8564. The terms of the Agreement shall be amended as follows.

Article 6, Term, Termination, and Renewal
The paragraph a. of Article 6 shall be deleted and replaced with the following provision, with changes shown in italics.

a. **Term:** The license granted by this ELA Amendment 5 is for *an additional two (2) years* from the Effective Date, unless terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Software deployed by Licensee shall be concurrent with the term of this ELA Amendment. No indefinite or perpetual term license grants are provided with this ELA.

For the avoidance of doubt, the term of this Amendment 5 shall be from December 1, 2024 through November 30, 2026.

In **Exhibit 2 – Enterprise Software,** the list of Schneider Electric proprietary software to which Licensee shall have access to during the term of this Amendment 5 shall be as follows:

- ArcFM
- Fiber Manager
- Fiber Manager XI
- ArcFM Editor XI
- ArcFM Viewer with Redliner
- ArcFM Viewer
- ArcFM Viewer with Inspector
- ArcFM Mobile
- ArcFM Web
- ArcFM Web XI
- Designer
- Designer XI
- ArcFM Geodatabase Manager
- ArcFM Geodatabase Manager XI
- Designer Express
- Wavepoint

É'Y cxgr qkp√Z K̈
É'Eqpf wk√'O cpci gt"
É'Responder
• Responder Adapters

Exhibit 3 – ELA Fees Schedule, shall be deleted and replaced with the following.

Licensee shall pay the following ELA Fees for the duration of this Amendment 4. Payment for each year shall be due within 30 days of receipt of an invoice from Schneider Electric.

	Year 1 **December 1, 2024 –** **November 30, 2025**	**Year 2** **December 1, 2025 –** **November 30, 2026**
Total Annual Fee	$47,500	$47,500

For a two year not to exceed amount of $95,000

All terms and conditions of the Agreement not specifically amended as provided herein shall remain unchanged and in full force and effect.

Accepted and Agreed:

City of Denton, Texas, a Texas Municipal Corporation

Signature: *Sara Hensley*
—5236DB290270423...

Printed Name: Sara Hensley

Title: City Manager

Date: 6/20/2024

Schneider Electric Smart Grid Solutions, LLC

Signature: *Drew Ditter*
—04CEFA4FC4AD4C6...

Printed Name: Drew Ditter

Title: Global Operations Director

Date: 5/28/2024

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

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

Antonio Puente, Jr. Antonio Puente, Jr.
E3760044C2BF4B5...

SIGNATURE   PRINTED NAME

DME General Manager

TITLE

Electric

DEPARTMENT

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: *Lauren Thoden*
D09D09CAD33D487...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: *Marcella Lunn*
4B070831B4AA438...

CIQ FORM

<table>
<tr>
<td colspan="2"><h1>CONFLICT OF INTEREST QUESTIONNAIRE -</h1></td>
<td><h1>FORM CIQ</h1></td>
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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) and by City of Denton Ethics Code, Ordinance 18-757.

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.

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1 **Name of vendor who has a business relationship with local governmental entity.**

SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC

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2 [X] **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.)

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3 Name of local government officer about whom the information in this section is being disclosed.

_____
Name of Officer

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 relations hip with the local government 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   [X] 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   [X] 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   [X] No

D. Describe each employment or business and family relationship with the local government officer named in this section.

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4 [X] **I have no Conflict of Interest to disclose.**

5

DocuSigned by:

Drew Ditter
04CEEA4FC4AD4C6...
Signature of vendor doing business with the governmental entity

5/28/2024
Date

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.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

(3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars ($50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars ($200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

DocuSign

Certificate Of Completion

Envelope Id: 01B64C6CB21543D38D823D09823A610B   Status: Completed
Subject: Please DocuSign: City Council Contract 8564 Schneider Electric ArcFM Support Amendment
Source Envelope:
Document Pages: 6   Signatures: 6   Envelope Originator:
Certificate Pages: 6   Initials: 1   Crystal Westbrook
AutoNav: Enabled   901B Texas Street
EnvelopeId Stamping: Enabled   Denton, TX 76209
Time Zone: (UTC-06:00) Central Time (US & Canada)   crystal.westbrook@cityofdenton.com
                                                                                  IP Address: 198.49.140.104

Record Tracking

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Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/20/2024 10:44:36 AM Viewed: 5/20/2024 12:55:05 PM Signed: 5/20/2024 12:55:22 PM
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Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/20/2024 12:55:24 PM Viewed: 5/20/2024 4:04:40 PM Signed: 5/20/2024 4:06:06 PM
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Drew Ditter drew.ditter@se.com Global Operations Director Schneider Electric Smart Grid Solutions, LLC. Security Level: Email, Account Authentication (None)	DocuSigned by: Drew Ditter 04CEFA4FC4AD4C6... Signature Adoption: Pre-selected Style Using IP Address: 38.15.61.30	Sent: 5/20/2024 4:06:08 PM Viewed: 5/21/2024 9:15:15 AM Signed: 5/28/2024 11:41:31 AM
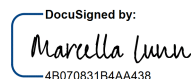
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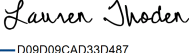| Signer Events	Signature	Timestamp
Antonio Puente, Jr. antonio.puente@cityofdenton.com DME General Manager Security Level: Email, Account Authentication (None)	DocuSigned by: *Antonio Puente, Jr.* E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/28/2024 11:41:34 AM Viewed: 5/28/2024 1:14:19 PM Signed: 5/28/2024 1:14:33 PM

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Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.10	Sent: 5/28/2024 1:14:36 PM Viewed: 6/20/2024 9:13:58 AM Signed: 6/20/2024 9:14:18 AM
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: *Sara Hensley* 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/20/2024 9:14:21 AM Viewed: 6/20/2024 10:44:31 AM Signed: 6/20/2024 10:44:36 AM
Lauren Thoden lauren.thoden@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: *Lauren Thoden* D09D09CAD33D487... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/20/2024 10:44:39 AM Viewed: 6/20/2024 11:05:49 AM Signed: 6/20/2024 11:06:22 AM

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Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**COPIED**	Sent: 5/20/2024 10:44:35 AM

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** 　Not Offered via DocuSign	COPIED	Sent: 5/28/2024 1:14:36 PM Viewed: 5/28/2024 3:14:06 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** 　Not Offered via DocuSign	COPIED	Sent: 6/20/2024 11:06:25 AM
Jerry Looper jerry.looper@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** 　Accepted: 5/23/2024 5:02:47 PM 　ID: 8a4b487f-4e63-4947-b63b-116198194936	COPIED	Sent: 6/20/2024 11:06:26 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/20/2024 11:05:49 AM
Signing Complete	Security Checked	6/20/2024 11:06:22 AM
Completed	Security Checked	6/20/2024 11:06:26 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
 To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
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> ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, 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:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

> ** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
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- 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.