

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

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH OPEN SYSTEMS INTERNATIONAL, INC., FOR CONTINUED MAINTENANCE AND SUPPORT OF THE SUPERVISORY COLLECTION AND DATA ACQUISITION (SCADA) SYSTEM FOR DENTON MUNICIPAL ELECTRIC, 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, 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 9041 – AWARDED TO OPEN SYSTEMS INTERNATIONAL, INC., IN THE THREE (3) YEAR NOT-TO-EXCEED AMOUNT OF \$791,693.00).

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; need not be submitted to competitive bids; and

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

<u>FILE NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
9041	Open Systems International, Inc.	\$791,693.00

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; 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, or their designee, is hereby authorized to execute the contract relating to the items specified in Section 1, attached hereto, and the expenditure of funds pursuant to said contract 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 \_\_\_\_\_ and seconded by \_\_\_\_\_. The ordinance was passed and approved by the following vote [ \_\_\_ - \_\_\_ ]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

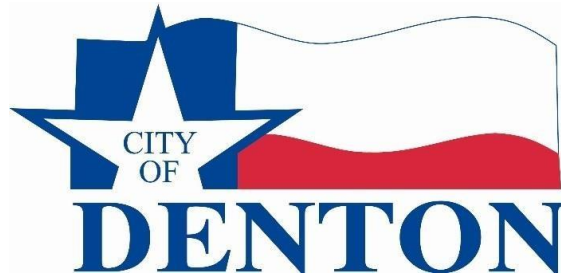
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
KRISTI FOGLE, INTERIM CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush



## DocuSign City Council Transmittal Coversheet

FILE	9041
File Name	OSI Maintenance and Support
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**RENEWAL AMENDMENT TO CONTRACT BETWEEN  
CITY OF DENTON, TEXAS AND OPEN SYSTEMS INTERNATIONAL, INC.  
(Contract #9041)**

This Renewal Amendment to Contract (Contract 7718) (this **Amendment**) is entered into between the City of Denton, Texas (**City**) and Open Systems International, Inc. (**Supplier**).

**Background**

The City and Supplier have previously entered into Contract (7718), as amended (the **Agreement**). Initially capitalized terms used but not otherwise defined in this Amendment will have the meanings set forth in the Agreement. The parties desire to amend the Agreement as follows:

**1 Effective Date**

The terms of this Amendment are effective as of the latest date in the signature block.

**2 Contract Term**

Section (#3) of Exhibit A will be deleted and replaced in its entirety with the following:

The contract term will be three (3) years, effective from date of award.

The Amendment shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

**3 Fee Schedule**

Attachment 1 to this Amendment includes the Annual Fee Schedules. This Attachment 1 shall supersede Exhibit B, Part A of the Agreement.

**4 Total Contract Amount**

The contract total for the continued services shall not exceed \$791,693.

**5 Updated contract number**

This Amendment constitutes a new agreement beginning on the Effective Date between the parties incorporating, except as amended herein, all the terms and conditions in the Agreement for all intents and purposes. Such Agreement will have contract number 9041.

**Confirmation of Agreement**

This Amendment (together with all exhibits attached hereto) 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 will remain in full force and effect and likewise apply to this Amendment.

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date \_\_\_\_\_.

**Authorized Signatures:**

**“CITY”**

**CITY OF DENTON, TEXAS**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**“SUPPLIER”**

**OPEN SYSTEMS INTERNATIONAL, INC.**

Signed by:  
By: Sean Egan  
F24127553A41460...

Name: Sean Egan

Title: Vice President of Finance

Date: 5/7/2026

ATTEST:

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

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

Signed by:  
Antonio Puente, Jr. Antonio Puente, Jr.  
E3760944C2BF4B5...

SIGNATURE

PRINTED NAME

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

BY: Leah Bush  
3A6254145BDA469...

DME General Manager

TITLE

Electric

DEPARTMENT



**Software Maintenance and Support (SMS) Renewal Quote**

**Reference Number: 0000XaSiLIAV**

**Open Systems International, Inc.  
4101 Arrowhead Dr  
Medina, MN 55340**

**Quote Number: 00107192**

**Quote Date: 13 February 2026**

**Offer Expires: 20 September 2026**

**Customer: City of Denton (T&D)**

Upon payment in full of the specified Total Quote Fees, Open Systems International, Inc. (Licensor) will provide the Product(s) during the Quote Term for the software licensed by Licensor to Customer pursuant to Part B (OSI Software License Agreement) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718 by and between Licensor and Customer dated 9/21/2021. The Product(s) will be provided in accordance with OSI's support program as referenced in Section 6 (Warranties) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718. OSI's support program is detailed in the Software Support Plan Overview, which is incorporated herein by this reference and available upon request.

Year 1: 9/21/2026-9/20/2027			
SMS Products	Fee	Site(s)	SMS Support Level
monarch Support USD 97,470.00 (9/21/2026-9/20/2027)	USD 97,470.00	Denton TX	Gold
<b>Sub-Total Fees:</b>	<b>USD 97,470.00</b>		
Year 2: 9/21/2027-9/20/2028			
SMS Products	Fee	Site(s)	SMS Support Level
monarch Support USD 104,293.00 (9/21/2027-9/20/2028)	USD 104,293.00	Denton TX	Gold
<b>Sub-Total Fees:</b>	<b>USD 104,293.00</b>		
Year 3: 9/21/2028-9/20/2029			
SMS Products	Fee	Site(s)	SMS Support Level
monarch Support USD 111,593.00 (9/21/2028-9/20/2029)	USD 111,593.00	Denton TX	Gold
<b>Sub-Total Fees:</b>	<b>USD 111,593.00</b>		
<b>Total Quote Fees:</b>	<b>USD 313,356.00</b>		
<b>Quote Term:</b>	<b>Start Date:</b>	<b>21 September 2026</b>	
	<b>End Date:</b>	<b>20 September 2029</b>	



All amounts to be invoiced hereunder will be exclusive of taxes or duties. Customer is tax exempt, and shall provide Licensor with a valid exemption certificate as evidence of exemption for any taxes that Licensor is required by law to collect and remit to the appropriate taxing jurisdiction. All Quote Fee(s) hereunder shall be paid in U.S. Dollars within 30 days of receipt of the invoice. SMS for the Products must be renewed in the same calendar quarter as the End Date. If SMS for the Products is not renewed in the same calendar quarter as the End Date, Customer will no longer be entitled to SMS for the Products unless and until the perpetual license(s) for the Products are superseded with new term license(s) for the Products, which will be subject to a Software License Agreement by and between Licensor and Customer. An authorized representative of Customer may accept this Quote before it expires by signing below and returning the signed Quote to Licensor. The terms and conditions contained herein, including all forms incorporated herein by reference, shall constitute the entire agreement between Customer and the Licensor regarding SMS and shall supersede all prior agreements regarding SMS. Any purchase order Customer may issue for billing purposes must specifically reference the Quote Number. Purchase order provisions that are different from, or additional to, the provisions of this Quote will not apply.

<b>Customer Signature:</b>		
	<b>Signature</b>	<b>Printed Name and Title</b>

**TO BE COMPLETED BY CUSTOMER**

[ ] Check this box if a purchase order or payment reference number is required by Customer for billing purposes. Customer's failure to check the box confirms that no purchase order is required for Customer's internal payment process. If the box is checked, please insert the purchase order or payment reference number in the space provided:

**PO or Reference Number:** \_\_\_\_\_

Licensor does not require a purchase order; however, any purchase order Customer may issue for billing purposes must specifically reference the Quote Number.

**Is the billing address below correct? ( ) YES ( ) NO**

Denton Municipal Electric  
City of Denton Purchasing Department 901-13 Texas  
Denton, TX 76209  
tony.jones@cityofdenton.com

In case of changes, enter the correct address(es) below:

---



---



---



---

**Is the shipping address below correct? ( ) YES ( ) NO**

Denton Municipal Electric  
1659 Spencer Rd  
Denton, TX 76209  
tony.jones@cityofdenton.com

**Please contact the Sales Account Manager (SAM) for questions regarding this quote:**

**SAM: Steve Dworak; Email: Steve.Dworak@emerson.com**



**Software Maintenance and Support (SMS) Renewal Quote**

**Reference Number: 0000XaShUIAV**

**Open Systems International, Inc.  
4101 Arrowhead Dr  
Medina, MN 55340**

**Quote Number: 00107190**

**Quote Date: 13 February 2026**

**Offer Expires: 20 September 2026**

**Customer: City of Denton (GMS)**

Upon payment in full of the specified Total Quote Fees, Open Systems International, Inc. (Licensor) will provide the Product(s) during the Quote Term for the software licensed by Licensor to Customer pursuant to Part B (OSI Software License Agreement) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718 by and between Licensor and Customer dated 9/21/2021. The Product(s) will be provided in accordance with OSI's support program as referenced in Section 6 (Warranties) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718. OSI's support program is detailed in the Software Support Plan Overview, which is incorporated herein by this reference and available upon request.

Year 1: 9/21/2026-9/20/2027			
SMS Products	Fee	Site(s)	SMS Support Level
<b>monarch Support</b> <i>USD 85,406.00</i> (9/21/2026-9/20/2027)	USD 85,406.00	Denton TX	Gold
<b>Sub-Total Fees:</b>	<b>USD 85,406.00</b>		
Year 2: 9/21/2027-9/20/2028			
SMS Products	Fee	Site(s)	SMS Support Level
<b>monarch Support</b> <i>USD 91,385.00</i> (9/21/2027-9/20/2028)	USD 91,385.00	Denton TX	Gold
<b>Sub-Total Fees:</b>	<b>USD 91,385.00</b>		
Year 3: 9/21/2028-9/20/2029			
SMS Products	Fee	Site(s)	SMS Support Level
<b>monarch Support</b> <i>USD 97,782.00</i> (9/21/2028-9/20/2029)	USD 97,782.00	Denton TX	Gold
<b>Sub-Total Fees:</b>	<b>USD 97,782.00</b>		
<b>Total Quote Fees:</b>		<b>USD 274,573.00</b>	
<b>Quote Term:</b>	<b>Start Date:</b>	<b>21 September 2026</b>	
	<b>End Date:</b>	<b>20 September 2029</b>	



All amounts to be invoiced hereunder will be exclusive of taxes or duties. Customer is tax exempt, and shall provide Licensor with a valid exemption certificate as evidence of exemption for any taxes that Licensor is required by law to collect and remit to the appropriate taxing jurisdiction. All Quote Fee(s) hereunder shall be paid in U.S. Dollars within 30 days of receipt of the invoice. SMS for the Products must be renewed in the same calendar quarter as the End Date. If SMS for the Products is not renewed in the same calendar quarter as the End Date, Customer will no longer be entitled to SMS for the Products unless and until the perpetual license(s) for the Products are superseded with new term license(s) for the Products, which will be subject to a Software License Agreement by and between Licensor and Customer. An authorized representative of Customer may accept this Quote before it expires by signing below and returning the signed Quote to Licensor. The terms and conditions contained herein, including all forms incorporated herein by reference, shall constitute the entire agreement between Customer and the Licensor regarding SMS and shall supersede all prior agreements regarding SMS. Any purchase order Customer may issue for billing purposes must specifically reference the Quote Number. Purchase order provisions that are different from, or additional to, the provisions of this Quote will not apply.

<b>Customer Signature:</b>		
	<b>Signature</b>	<b>Printed Name and Title</b>

**TO BE COMPLETED BY CUSTOMER**

Check this box if a purchase order or payment reference number is required by Customer for billing purposes. Customer's failure to check the box confirms that no purchase order is required for Customer's internal payment process. If the box is checked, please insert the purchase order or payment reference number in the space provided:

**PO or Reference Number:** \_\_\_\_\_

Licensor does not require a purchase order; however, any purchase order Customer may issue for billing purposes must specifically reference the Quote Number.

**Is the billing address below correct? ( ) YES ( ) NO**

Denton Municipal Electric  
City of Denton Purchasing Department 901-13 Texas  
Denton, TX 76209  
tony.jones@cityofdenton.com

In case of changes, enter the correct address(es) below:

---



---



---



---

**Is the shipping address below correct? ( ) YES ( ) NO**

Denton Municipal Electric  
1659 Spencer Rd  
Denton, TX 76209  
tony.jones@cityofdenton.com

**Please contact the Sales Account Manager (SAM) for questions regarding this quote:**

**SAM: Steve Dworak; Email: Steve.Dworak@emerson.com**



**Software Maintenance and Support (SMS) Renewal Quote**

**Reference Number: 0000XaSiEIAV**

**Open Systems International, Inc.  
4101 Arrowhead Dr  
Medina, MN 55340**

**Quote Number: 00107197**

**Quote Date: 13 February 2026**

**Offer Expires: 20 September 2026**

**Customer: City of Denton (Patch)**

Upon payment in full of the specified Total Quote Fees, Open Systems International, Inc. (Licensor) will provide the Product(s) during the Quote Term for the software licensed by Licensor to Customer pursuant to Part B (OSI Software License Agreement) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718 by and between Licensor and Customer dated 9/21/2021. The Product(s) will be provided in accordance with OSI's support program as referenced in Section 6 (Warranties) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718. OSI's support program is detailed in the Software Support Plan Overview, which is incorporated herein by this reference and available upon request.

Year 1: 9/21/2026-9/20/2027			
SMS Products	Fee	Site(s)	SMS Support Level
<b>monarch Support</b> <i>USD 50,939.00</i> (9/21/2026-9/20/2027)	USD 50,939.00	Denton TX	Gold
<b>Sub-Total Fees:</b>	<b>USD 50,939.00</b>		
Year 2: 9/21/2027-9/20/2028			
SMS Products	Fee	Site(s)	SMS Support Level
<b>monarch Support</b> <i>USD 54,505.00</i> (9/21/2027-9/20/2028)	USD 54,505.00	Denton TX	Gold
<b>Sub-Total Fees:</b>	<b>USD 54,505.00</b>		
Year 3: 9/21/2028-9/20/2029			
SMS Products	Fee	Site(s)	SMS Support Level
<b>monarch Support</b> <i>USD 58,320.00</i> (9/21/2028-9/20/2029)	USD 58,320.00	Denton TX	Gold
<b>Sub-Total Fees:</b>	<b>USD 58,320.00</b>		
<b>Total Quote Fees:</b>		<b>USD 163,764.00</b>	
<b>Quote Term:</b>	<b>Start Date:</b>	<b>21 September 2026</b>	
	<b>End Date:</b>	<b>20 September 2029</b>	



All amounts to be invoiced hereunder will be exclusive of taxes or duties. Customer is tax exempt, and shall provide Licensor with a valid exemption certificate as evidence of exemption for any taxes that Licensor is required by law to collect and remit to the appropriate taxing jurisdiction. All Quote Fee(s) hereunder shall be paid in U.S. Dollars within 30 days of receipt of the invoice. SMS for the Products must be renewed in the same calendar quarter as the End Date. If SMS for the Products is not renewed in the same calendar quarter as the End Date, Customer will no longer be entitled to SMS for the Products unless and until the perpetual license(s) for the Products are superseded with new term license(s) for the Products, which will be subject to a Software License Agreement by and between Licensor and Customer. An authorized representative of Customer may accept this Quote before it expires by signing below and returning the signed Quote to Licensor. The terms and conditions contained herein, including all forms incorporated herein by reference, shall constitute the entire agreement between Customer and the Licensor regarding SMS and shall supersede all prior agreements regarding SMS. Any purchase order Customer may issue for billing purposes must specifically reference the Quote Number. Purchase order provisions that are different from, or additional to, the provisions of this Quote will not apply.

<b>Customer Signature:</b>		
	<b>Signature</b>	<b>Printed Name and Title</b>

**TO BE COMPLETED BY CUSTOMER**

[ ] Check this box if a purchase order or payment reference number is required by Customer for billing purposes. Customer's failure to check the box confirms that no purchase order is required for Customer's internal payment process. If the box is checked, please insert the purchase order or payment reference number in the space provided:

**PO or Reference Number:** \_\_\_\_\_

Licensor does not require a purchase order; however, any purchase order Customer may issue for billing purposes must specifically reference the Quote Number.

**Is the billing address below correct? ( ) YES ( ) NO**

Denton Municipal Electric  
City of Denton Purchasing Department 901-13 Texas  
Denton, TX 76209  
tony.jones@cityofdenton.com

In case of changes, enter the correct address(es) below:

---



---



---



---

**Is the shipping address below correct? ( ) YES ( ) NO**

Denton Municipal Electric  
1659 Spencer Rd  
Denton, TX 76209  
tony.jones@cityofdenton.com

**Please contact the Sales Account Manager (SAM) for questions regarding this quote:**

**SAM: Steve Dworak; Email: Steve.Dworak@emerson.com**

**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) 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.

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

Open Systems International, Inc.

**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.**

\_\_\_\_\_  
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 relationship 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       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.

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

**5** Signed by:  
*Sean Egan*

5/7/2026

Signature of vendor doing business with the governmental entity

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/hm/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 3<sup>rd</sup> 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.

## Certificate Of Completion

Envelope Id: 2916BD1B-A24D-430B-92F4-47155736C310  
 Subject: Please DocuSign: City Council Contract 9041 - OSI Maintenance and Support  
 Source Envelope:  
 Document Pages: 11  
 Certificate Pages: 6  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
 Christa Christian  
 901B Texas Street  
 Denton, TX 76209  
 Christa.Christian@cityofdenton.com  
 IP Address: 198.49.140.104

## Record Tracking

Status: Original  
 5/5/2026 1:37:55 PM  
 Holder: Christa Christian  
 Christa.Christian@cityofdenton.com  
 Location: DocuSign

## Signer Events

Christa Christian  
 Christa.Christian@cityofdenton.com  
 Purchasing Supervisor  
 City of Denton  
 Security Level: Email, Account Authentication  
 (None)

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

Lori Hewell  
 lori.hewell@cityofdenton.com  
 Purchasing Manager  
 City of Denton  
 Security Level: Email, Account Authentication  
 (None)

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

Leah Bush  
 leah.bush@cityofdenton.com  
 Assistant City Attorney  
 Security Level: Email, Account Authentication  
 (None)


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


Sean Egan  
 Sean.Egan@aspentech.com  
 Vice President of Finance  
 Security Level: Email, Account Authentication  
 (None)


**Electronic Record and Signature Disclosure:**  
 Accepted: 5/7/2026 2:24:14 PM  
 ID: dcea1448-85ae-473b-b047-9b9f12a44edb

## Signature

**Completed**  
 Using IP Address: 198.49.140.10

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.49.140.10

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.49.140.10

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 2600:387:f:5d0e::40  
 Signed using mobile

## Timestamp

Sent: 5/6/2026 10:41:48 AM  
 Viewed: 5/6/2026 11:00:17 AM  
 Signed: 5/6/2026 11:00:23 AM


Sent: 5/6/2026 11:00:26 AM  
 Viewed: 5/6/2026 11:05:38 AM  
 Signed: 5/6/2026 11:06:44 AM

Sent: 5/6/2026 11:06:47 AM  
 Viewed: 5/6/2026 4:52:20 PM  
 Signed: 5/7/2026 1:52:10 PM

Sent: 5/7/2026 1:52:14 PM  
 Viewed: 5/7/2026 2:24:14 PM  
 Signed: 5/7/2026 5:09:38 PM

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Antonio Puente, Jr.  
 Antonio.Puente@cityofdenton.com  
 DME General Manager  
 Denton Municipal Electric  
 Security Level: Email, Account Authentication  
 (None)

Signed by:  
  
 E3760944C2BF4B5...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.49.140.104

Sent: 5/7/2026 5:09:42 PM  
 Viewed: 5/7/2026 5:15:39 PM  
 Signed: 5/7/2026 5:15:55 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/7/2026 5:15:39 PM  
 ID: 5200249f-86e4-4a33-b5eb-4c6d5d6a6b91

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

Sent: 5/7/2026 5:15:58 PM

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

Cassey Ogden  
 Cassey.Ogden@cityofdenton.com  
 Security Level: Email, Account Authentication  
 (None)

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

Kristi Fogle  
 kristi.fogle@cityofdenton.com  
 Security Level: Email, Account Authentication  
 (None)

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

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

**COPIED**

Sent: 5/6/2026 11:00:27 AM

Steve Dworak  
 steve.dworak@emerson.com  
 Security Level: Email, Account Authentication  
 (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**COPIED**

Sent: 5/7/2026 1:52:14 PM  
 Viewed: 5/7/2026 1:59:19 PM

Carbon Copy Events	Status	Timestamp
<p>Gretna Jones  gretna.jones@cityofdenton.com  Legal Secretary  City of Denton  Security Level: Email, Account Authentication  (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p> <p>City Secretary Office  citysecretary@cityofdenton.com  Security Level: Email, Account Authentication  (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p> <p>Jerry Looper  jerry.looper@cityofdenton.com  Security Level: Email, Account Authentication  (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 4/29/2026 11:43:09 AM  ID: c8c4a3b4-c082-457a-846b-3281d721330f</p>	<div style="border: 2px solid blue; padding: 10px; display: inline-block;"> <b>COPIED</b> </div>	<p>Sent: 5/7/2026 5:15:58 PM  Viewed: 5/11/2026 10:58:02 AM</p>

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/6/2026 10:41:49 AM
Envelope Updated	Security Checked	5/6/2026 10:59:59 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](mailto:purchasing@cityofdenton.com)

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

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

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

**To request paper copies from City of Denton**

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

**To withdraw your consent with City of Denton**

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

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

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

**Acknowledging your access and consent to receive materials electronically**

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

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.