

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH GLOBAL SOFTWARE, LLC, DBA INSIGHTSOFTWARE, FOR CONTINUED VENDOR SUPPORT FOR FINANCIAL ANALYSIS AND REPORTING SOFTWARE APPLICATION TOOL AND PURCHASE OF SPREADSHEET SERVER SOFTWARE TO ENHANCE TOOL FOR THE TECHNOLOGY SERVICES DEPARTMENT, 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 8309 – AWARDED TO GLOBAL SOFTWARE, LLC, DBA INSIGHTSOFTWARE, FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$375,000.00).

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</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
8309	Global Software, LLC, dba InsightSoftware	\$375,000.00

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 quote 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 [___ - ___]:

	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:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn
Digitally signed by Marcella Lunn
DN: dc=com, dc=cityofdenton,
dc=codad, ou=Department
Users and Groups, ou=General
Government, ou=Legal,
~~cn=Marcella Lunn,~~
email=Marcella.Lunn@cityofdent
on.com
Date: 2023.10.30 15:04:41 -05'00'



Docusign City Council Transmittal Coversheet

FILE	8309
File Name	Spreadsheet Server Licenses
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**RENEWAL AMENDMENT TO CONTRACT BETWEEN
CITY OF DENTON, TEXAS AND GLOBAL SOFTWARE, LLC, DBA
INSIGHTSOFTWARE
(Contract #8309)**

This Renewal Amendment to Contract (Contract 8309) (this **Amendment**) is entered into between the City of Denton, Texas (**City or Customer**) and Global Software, LLC, dba InsightSoftware (**Supplier**).

Background

The City and Supplier have previously entered into Contract (7181), 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 Extension Term

Section 4.1 of Master Services Agreement will be deleted and replaced in its entirety with the following:

The contract term will be one (1) year effective from date of award. The City and Supplier shall have the option to renew this contract for an additional four (4) one-year periods upon execution of the renewal Order Form sixty (60) days prior to the contract anniversary date, or until such time as InsightSoftware's proprietary software is removed from Customer's computers as set forth in the Purchase Agreement unless terminated earlier as set forth herein. This Amendment shall remain in full force and effect until the termination or expiration of all Purchase Agreements entered in connection with this Amendment.

3 Fee Schedule

Attachment 1 to this Amendment includes the Annual Fee Schedule. This Attachment 1 shall supersede the Order Form of the Agreement.

4 Total Contract Amount

The contract total for the continued services shall not exceed \$375,000.

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 8309.

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.

Authorized Signatures:

“CITY”
CITY OF DENTON, TEXAS

“SUPPLIER”
GLOBAL SOFTWARE, LLC, DBA
INSIGHTSOFTWARE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

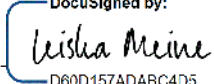
Date: _____

Date: _____

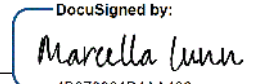
ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

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

DocuSigned by:
 Leisha Meine
D60D157ADABC4D5...
SIGNATURE PRINTED NAME

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  _____
4B070831B4AA438...

Chief Technology Officer
TITLE

Tech Services
DEPARTMENT



Attachment 1

Order Form

Order Information			
Order Number	Q-548870	Payment Terms	Net 30
Offer Valid Through	August 16, 2023	Billing Schedule	Annual
Order Currency	USD	Account Executive	Carol Antonio

Customer Information	
End Customer Account	City of Denton
Customer (Bill To Account)	City of Denton
Billing Contact	Diane Presley
Address	215 E McKinney Street Suite A Denton, TX United States
Email	diane.presley@cityofdenton.com
Phone	(940) 349-8291

Term: December 1, 2023 to November 30, 2024

One-Time Fees		
Product or Service Name	Qty	Net Total Price
Platinum - Spreadsheet Server GLO-LIC-SSS-Platinum	-4	\$0.00
Gold - Spreadsheet Server GLO-LIC-SSS-Gold	-2	\$0.00
Subtotal :		\$0.00

Year 1: December 1, 2023 - November 30, 2024		
Product or Service Name	Qty	Net Total Price
Maintenance - Spreadsheet Server GLO-MNT-SSS-AIMS	1	\$53,658.31
Subtotal :		\$53,658.31

Year 1 Fees:	\$53,658.31
Order Form Total – Fees:	\$53,658.31

Product Special Terms and Conditions

In the event of a conflict between these Product Special Terms and Conditions and the terms contained in a prior order form, addendum or other document mutually signed by the parties, these Product Special Terms and Conditions control.

Notwithstanding anything to the contrary in this Order Form, the terms and conditions of 8309 Renewal Amendment executed by the parties on _____ shall govern and control this Order Form.

Invoice, PO and Tax Information - Customer to Complete:

Email for Invoice Delivery:

Purchase Order Information. Is a Purchase Order required for the purchase or payment of the items on this Order Form?

If yes, please enter PO #

Tax Status. Is Customer exempt from the payment of any taxes?

If yes, Customer shall provide insightsoftware with a valid tax exemption certificate authorized by the appropriate taxing authority.

Please provide your VAT/GST Number including the two digit country code if applicable (i.e.BE0123456789). If not applicable, please enter "0"

Customer hereby orders from insightsoftware the Software License(s) and/or Services described in this Order Form. This Order Form is effective as of the date of the last party to sign below and is issued under and incorporates the Terms & Conditions in effect between the parties. 'Terms & Conditions' shall mean the terms and conditions, master software and services agreement or other similar agreement governing the purchase of Software Licenses and/or Services signed by and between Customer and insightsoftware (or a company acquired by insightsoftware), as the same may be/have been amended by the parties from time to time. If no such agreement has been separately executed by the parties, the insightsoftware Master Agreement set forth at <https://legal.insightsoftware.com/contracts/master-terms-eng-us-v040323.pdf> , as the same may be/have been modified or amended by the parties, shall become the Terms & Conditions governing this Order Form. The Terms of Service located at <https://insightsoftware.com/legal/contracts/terms-of-service/> , which are incorporated herein, contain (i) the Support Services terms applicable to the Software provided by insightsoftware and (ii) descriptions of certain Professional Services offerings and Module Licenses. In the event of a conflict between this Order Form and the Terms and Conditions, the Order Form terms shall control. The Order Form is noncancelable during any Support Services Term or License Term.

insightsoftware, LLC		City of Denton	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Certificate Of Completion

Envelope Id: EE747C48AB2E491193C6C13618EBB5EB

Status: Sent

Subject: Please DocuSign: City Council Contract 8309 Spreadsheet Server Renewal Amendment

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cori Power

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

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

cori.power@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Cori Power

Location: DocuSign

10/26/2023 10:52:44 AM

cori.power@cityofdenton.com

Signer Events**Signature****Timestamp**

Cori Power

Completed

Sent: 10/27/2023 1:57:27 PM

cori.power@cityofdenton.com

Viewed: 10/27/2023 2:00:16 PM

Purchasing Supervisor

Signed: 10/27/2023 2:01:52 PM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lori Hewell



Sent: 10/27/2023 2:01:54 PM

lori.hewell@cityofdenton.com

Viewed: 10/27/2023 3:39:15 PM

Purchasing Manager

Signed: 10/27/2023 3:40:07 PM

City of Denton

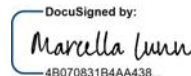
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Security Level: Email, Account Authentication (None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn



Sent: 10/27/2023 3:40:10 PM

marcella.lunn@cityofdenton.com

Viewed: 10/30/2023 10:06:40 AM

Mack Reinwand City Attorney

Signed: 10/30/2023 10:11:30 AM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Leisha Meine



Sent: 10/30/2023 10:11:31 AM

Leisha.Meine@cityofdenton.com

Viewed: 10/30/2023 11:09:56 AM

Chief Technology Officer

Signed: 10/30/2023 11:10:10 AM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	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		Sent: 10/30/2023 11:10:14 AM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jesus Salazar jesus.salazar@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/30/2023 10:23:07 AM ID: 2fbde643-e8cb-40ea-ac9d-8afc0caade12		
David Woodworth countersign@insightsoftware.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/25/2022 12:33:20 PM ID: 36848f2b-2238-4bd7-9bbf-a1be3e12820d		

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	<div>COPIED</div>	Sent: 10/27/2023 2:01:54 PM
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	<div>COPIED</div>	Sent: 10/30/2023 11:10:12 AM Viewed: 10/30/2023 2:17:36 PM

Carbon Copy Events	Status	Timestamp
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Carol Antonio carol.antonio@insightsoftware.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
James Barnes Jim.Barnes@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stephanie Barnes SBarnes@presidio.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/27/2023 1:57:27 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.

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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, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•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.