

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A SECOND AMENDMENT TO A CONTRACT BETWEEN THE CITY OF DENTON AND GTS TECHNOLOGY SOLUTIONS, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON NOVEMBER 15, 2022, IN THE NOT-TO-EXCEED AMOUNT OF \$2,200,000.00; AMENDED BY AMENDMENT 1 APPROVED BY THE CITY COUNCIL; SAID SECOND AMENDMENT TO ADD THE DEPARTMENT OF INFORMATION RESOURCES (DIR) COOPERATIVE PURCHASING NETWORK CONTRACT NO. DIR-CPO-5721 FOR INFORMATION TECHNOLOGY (IT) STAFF AUGMENTATION SERVICES FOR THE TECHNOLOGY SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8127 – PROVIDING FOR AN AMENDMENT TO THE ORDINANCE TO ADD THE DEPARTMENT OF INFORMATION RESOURCES (DIR) COOPERATIVE PURCHASING NETWORK CONTRACT NO. DIR-CPO-5721).

WHEREAS, on November 15, 2022, City Council awarded a contract to GTS Technology Solutions, Inc., in the amount of \$2,200,000.00, for Information Technology (IT) Staff Augmentation Services for the Technology Services Department; and

WHEREAS, on October 15, 2024, City Council awarded a First Amendment to GTS Technology Solutions, Inc., in the amount of \$20,000.00, and replaced Exhibit B to TIPS contract #230703 with GTS Technology Solutions, Inc.; and

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

WHEREAS, the City Council finds that the action taken herein is in the public interest; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Second Amendment, adding the cooperative contract from the Department of Information Resources (DIR) Cooperative Purchasing Network Contract No. DIR-CPO-5721 to the agreement between the City and GTS Technology Solutions, Inc., which is on file in the office of the Purchasing Agent, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment, which shall be effective upon the execution of the amendment referenced herein.

SECTION 2. 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: | _____ | _____ | _____ | _____ |
| 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.

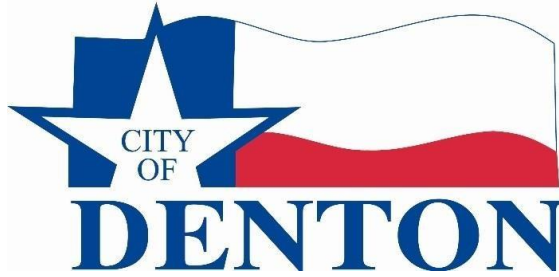
GERARD HUDSPETH, MAYOR

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 | 8127 |
| File Name | IT Staff Augmentation - Amendment #2 |
| Purchasing Contact | Cori Power |
| City Council Target Date | |
| Piggy Back Option | Not Applicable |
| Contract Expiration | |
| Ordinance | |

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND GTS TECHNOLOGY SOLUTIONS, INC. 8127

THIS SECOND AMENDMENT TO CONTRACT 8127 (this “Amendment”) by and between the City of Denton, Texas (“City”) and GTS Technology Solutions, Inc. (“Contractor”) to that certain contract executed on November 15, 2022, in the original not-to-exceed amount of \$2,200,000 (the “Original Agreement”); amended on October 15, 2024 by replacing Exhibit B to TIPS contract #230703 with GTS Technology Solutions, Inc., and in the additional amount of \$20,000 aggregating a not-to-exceed amount of \$2,220,000 (the “First Amendment”) (collectively, the Original Agreement and the First Amendment are the “Agreement”) for services related to temporary IT staffing services.

WHEREAS, the City deems it necessary to further expand the services provided by Contractor to the City pursuant to the terms of the Agreement; and

WHEREAS, this amendment incorporates any previously executed documents between the parties including but not limited to pricing adjustments; and

WHEREAS, the City deems it necessary to further expand the goods/services provided by Contractor to the City; and

WHEREAS, the original not-to-exceed amount may not be increased by more than 25.0% as provided in Texas Local Government Code Sec. 252.048; and

NOW THEREFORE, the City and Contractor (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. This Amendment modifies the Agreement by replacing Exhibit B to DIR Contract No. DIR-CPO-5271 with GTS Technology Solutions, Inc. (Exhibit “B” on file at the office of the Purchasing Agent).

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

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 _____.

“CONTRACTOR”
GTS Technology Solutions, Inc.

Signed by:
By: Juli Primeaux Executive Vice President
3C712F08BD90456...
AUTHORIZED SIGNATURE, TITLE

“CITY”
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

ATTEST:
INGRID REX, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
By: Leah Bush
3A6254145BDA469...

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

Signed by:
Michael Deegan Michael Deegan
8B5A16C277A346B...
SIGNATURE PRINTED NAME

Chief Technology Officer

TITLE

Technical Services

DEPARTMENT

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.

GTS Technology Solutions, 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:
Juli Primeaux

4/21/2026

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/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.

Certificate Of Completion

Envelope Id: 09E338A2-C1E0-4760-B633-260A8A455E78
 Subject: Please DocuSign: City Council Contract 8127 IT Staff Augmentation - Amendment #2
 Source Envelope:
 Document Pages: 5 Signatures: 4
 Certificate Pages: 6 Initials: 1
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent
 Envelope Originator:
 Cori Power
 901B Texas Street
 Denton, TX 76209
 cori.power@cityofdenton.com
 IP Address: 198.49.140.104

Record Tracking

Status: Original Holder: Cori Power Location: DocuSign
 4/17/2026 8:44:00 AM cori.power@cityofdenton.com

Signer Events

Cori Power
 cori.power@cityofdenton.com
 Purchasing Supervisor
 City of Denton
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign


Signature

Completed
 Using IP Address: 198.49.140.104

Timestamp


Sent: 4/17/2026 8:53:24 AM
 Viewed: 4/17/2026 8:56:43 AM
 Signed: 4/17/2026 8:56:59 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

Initial

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


Sent: 4/17/2026 8:57:03 AM
 Viewed: 4/17/2026 8:57:26 AM
 Signed: 4/17/2026 8:57:40 AM

Leah Bush
 leah.bush@cityofdenton.com
 Assistant City Attorney
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signed by:

3A6254145BDA469...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.104

Sent: 4/17/2026 8:57:42 AM
 Viewed: 4/17/2026 10:42:46 AM
 Signed: 4/17/2026 10:49:39 AM

Juli Primeaux
 Juli.Primeaux@gts-ts.com
 Executive Vice President
 GTS Technology Solutions
 Security Level: Email, Account Authentication (None)

Signed by:

3C712F0BBD90458...
 Signature Adoption: Pre-selected Style
 Using IP Address: 4.8.113.214

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 Resent: 4/17/2026 11:49:14 AM
 Resent: 4/21/2026 8:24:49 AM
 Viewed: 4/21/2026 8:54:56 AM
 Signed: 4/21/2026 8:55:29 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/21/2026 8:54:56 AM
 ID: d3d15e74-9640-4937-8b20-9ad763b68d56

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

Michael Deegan
 Michael.Deegan@cityofdenton.com
 Chief Technology Officer
 Security Level: Email, Account Authentication (None)

Signed by:

 8B5A16C277A346B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.10

Sent: 4/21/2026 8:55:32 AM
 Resent: 4/21/2026 4:34:23 PM
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 Signed: 4/22/2026 8:13:48 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/22/2026 6:55:14 AM
 ID: 1dcdfa82-d870-47fb-9ee2-2392ad9241ea

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

Sent: 4/22/2026 8:13:50 AM

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

Ingrid Rex
 Ingrid.Rex@cityofdenton.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor
 City of Denton
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/17/2026 8:57:03 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Gretna Jones
 gretna.jones@cityofdenton.com
 Legal Secretary
 City of Denton
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/22/2026 8:13:50 AM
 Viewed: 4/23/2026 12:57:44 PM

| Carbon Copy Events | Status | Timestamp |
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|---------------------------|---------------|------------------|

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

City Secretary Office
citysecretary@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Stephanie Padgett
Stephanie.Padgett@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
|-----------------------|------------------|------------------|
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| Notary Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
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| Envelope Updated | Security Checked | 4/17/2026 11:49:04 AM |
| Envelope Updated | Security Checked | 4/17/2026 11:49:04 AM |

| Payment Events | Status | Timestamps |
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| Electronic Record and Signature Disclosure |
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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: | <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.