ORDINANCE NO.	

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A CONTRACT BETWEEN THE CITY OF DENTON AND OPEN SYSTEMS INTERNATIONAL, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON SEPTEMBER 21, 2021, IN THE NOT TO EXCEED AMOUNT OF \$1,500,000.00, SAID AMENDMENT TO PROVIDE THE RENEWAL OF MAINTENANCE, SUPPORT, AND UPGRADE SERVICES OF OSI MONARCH FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 7718 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$193,973.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$1,693,973.00).

WHEREAS, on September 21, 2021, City Council awarded a contract to Open Systems International, Inc. in the amount of \$1,500,000.00, for the renewal of maintenance, support, and upgrade services of OSI Monarch for Denton Municipal Electric; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The First Amendment, increasing the amount of the contract between the City and Open Systems International, Inc., which is on file in the office of the Purchasing Agent, in the amount of One Hundred Ninety-Three Thousand Nine Hundred Seventy-Three and 0/100 (\$193,973.00) Dollars, 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 attached hereto. The total contract amount increases to \$1,693,973.00.

 $\underline{\text{SECTION 2}}.$ This ordinance shall become effective immediately upon its passage and approval.

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:				
Vicki Byrd, District 1:				
Brian Beck, 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	2	day of		, 2025.
		GERARD HUDS	БРЕТН, МАҮО	PR
ATTEST: INGRID REX, INTERIM CITY SECRETA	RY			
BY:				
APPROVED AS TO LEGAL FORM: MACK REINWAND, CITY ATTORNEY				
BY: Leah Bush				



Docusign City Council Transmittal Coversheet

FILE	7718
File Name	OSI Renewal and Upgrade.
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

THE STATE OF TEXAS §

COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT BY AND BETWEEN THE CITY OF DENTON, TEXAS AND OPEN SYSTEMS INTERNATIONAL, INC. (Contract 7718)

THIS FIRST AMENDMENT TO CONTRACT 7718 (this "Amendment") by and between the City of Denton, Texas ("City") and OPEN SYSTEMS INTERNATIONAL, INC. ("Contractor") to that certain contract executed on September 21, 2021, in the original not-to-exceed amount of \$1,500,000 (the "Agreement"); for services related to the **OSI Renewal and Upgrade.**

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 to provide an additional not-to-exceed amount \$193,973 with this First Amendment for an aggregate not-to-exceed amount of \$1,693,973; and

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

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 First Amendment, which amends the following terms and conditions of the said Agreement, to wit:

- 1. This Amendment modifies the Agreement amount to provide an additional \$193,973 for additional services and materials to be provided in accordance with the terms of the Agreement with a revised aggregate not-to-exceed total of \$1,693,973.
- 2. The additional goods/services described in Exhibit "A" of this Amendment, attached hereto and incorporated herein for all purposes, for goods/services related to **maintenance and support of the SCADA system** are hereby authorized to be performed by Contractor. For and in consideration of the additional goods/services to be performed by Contractor, the City agrees to pay, based on the cost estimate detail attached as Exhibit "A".

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" OPEN SYSTEMS INTERNATIONAL, INC. By: Sum Eann AUTHORIZED SIGNATURE, TITLE
"CITY" CITY OF DENTON, TEXAS A Texas Municipal Corporation
By:
APPROVED AS TO LEGAL FORM: MACK REINWAND, CITY ATTORNEY
By: Marcula Lunn 4807083184AA438
ATTEST:, CITY SECRETARY
By:
THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.
Intonio funte, Jr. Antonio Puente, Jr. SIGNA94638548 PRINTED NAME
DME General Manager TITLE
Electric DEPARTMENT

EXHIBIT A



Software Maintenance and Support (SMS) Renewal Quote

Open Systems International, Inc.

4101 Arrowhead Dr Medina, MN 55340 Reference Number: 0000Jp7NtIAJ

Quote Number: 00102389

Quote Date: 6 October 2025

Offer Expires: 31 October 2025

Customer: Denton Municipal Electric

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: 11/1/2025-9/20/2026				
SMS Prod	SMS Products		Site(s)	SMS Support Level
monarch Su USD 80,861.0 (11/1/2025-9/2	0 (T&D)	USD 80,861.00	Denton TX	Gold
Sub-Total Fees:		USD 80,861.00		
Total Quote	Fees:	USD 80,861.00		
Quote Term:	Start Date:	1 November 2025		
Quote Terrii.	End Date:		20 September 2026	



Customer Signature:

All amounts to be invoiced hereunder will be exclusive of taxes or duties, and Customer is responsible for any such taxes or duties that may apply, including, but not limited to, sales and use taxes; excise taxes; value added taxes; consumption taxes; or goods and services taxes. If Licensor is required to collect any taxes from Customer, Customer shall pay such invoiced taxes, and Licensor will remit amounts collected to the appropriate taxing jurisdiction. If Customer is tax exempt, Customer must 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 the invoice date. 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.

	Signature	Printed Name and Title
failure to check the box of checked, please insert th PO or Reference Numb	orchase order or payment reference number is confirms that no purchase order is required for the purchase order or payment reference number: ———————————————————————————————————	is required by Customer for billing purposes. Customer's or Customer's internal payment process. If the box is other in the space provided: order Customer may issue for billing purposes
Is the billing address	s below correct? () YES () NO	
City of Den Denton, TX	nicipal Electric ton Purchasing Department 901-13 Texa 3 76209 @cityofdenton.com	In case of changes, enter the correct address(es) below:
Is the shipping addr	ess below correct? () YES () NO	address(es) below.
1659 Spend Denton, TX		

Please contact the Sales Account Manager (SAM) for questions regarding this quote: SAM: Chris Olson; Email: Chris.Olson@aspentech.com



Software Maintenance and Support (SMS) Renewal Quote

Open Systems International, Inc.

4101 Arrowhead Dr Medina, MN 55340 Reference Number: 0000Jp7NtIAJ

Quote Number: 00102386

Quote Date: 6 October 2025

Offer Expires: 31 October 2025

Customer: Denton Municipal Electric

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: 11/1/2025-9/2	20/2026		
SMS Prod	ucts	Fee	Site(s)	SMS Support Level	
Patch Manageme USD 42,25: (11/1/2025-9/2	9.00	USD 42,259.00	Denton TX	Gold	
Sub-Total F	Sub-Total Fees:		USD 42,259.00		
Total Quote	Fees:	USD 42,259.00			
Quote Term:	Start Date:	1 November 2025			
Quote Term.	End Date:		20 September 2026		



Customer Signature:

All amounts to be invoiced hereunder will be exclusive of taxes or duties, and Customer is responsible for any such taxes or duties that may apply, including, but not limited to, sales and use taxes; excise taxes; value added taxes; consumption taxes; or goods and services taxes. If Licensor is required to collect any taxes from Customer, Customer shall pay such invoiced taxes, and Licensor will remit amounts collected to the appropriate taxing jurisdiction. If Customer is tax exempt, Customer must 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 the invoice date. 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.

	Signature	Printed Name and Title
failure to check the box of checked, please insert th PO or Reference Numb	orchase order or payment reference number is confirms that no purchase order is required for the purchase order or payment reference number: ———————————————————————————————————	is required by Customer for billing purposes. Customer's or Customer's internal payment process. If the box is other in the space provided: order Customer may issue for billing purposes
Is the billing address	s below correct? () YES () NO	
City of Den Denton, TX	nicipal Electric ton Purchasing Department 901-13 Texa 3 76209 @cityofdenton.com	In case of changes, enter the correct address(es) below:
Is the shipping addr	ess below correct? () YES () NO	address(es) below.
1659 Spend Denton, TX		

Please contact the Sales Account Manager (SAM) for questions regarding this quote: SAM: Chris Olson; Email: Chris.Olson@aspentech.com



Software Maintenance and Support (SMS) Renewal Quote

Open Systems International, Inc.

4101 Arrowhead Dr Medina, MN 55340 Reference Number: 0000Jp7NtIAJ

Quote Number: 00102399

Quote Date: 6 October 2025

Offer Expires: 31 October 2025

Customer: Denton Municipal Electric

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: 11/1/2025-9/2	20/2026	
SMS Prod	ucts	Fee	Site(s)	SMS Support Level
monarch Su USD 70,853.00 (11/1/2025-9/2	(GMS)	USD 70,853.00	Denton TX	Gold
Sub-Total Fees:			USD 70,853.00	
Total Quote	Fees:	USD 70,853.00		
Quote Term:	Start Date:	1 November 2025		
Quote Term:	End Date:		20 September 2026	



Customer Signature:

All amounts to be invoiced hereunder will be exclusive of taxes or duties, and Customer is responsible for any such taxes or duties that may apply, including, but not limited to, sales and use taxes; excise taxes; value added taxes; consumption taxes; or goods and services taxes. If Licensor is required to collect any taxes from Customer, Customer shall pay such invoiced taxes, and Licensor will remit amounts collected to the appropriate taxing jurisdiction. If Customer is tax exempt, Customer must 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 the invoice date. 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.

	Signature	Printed Name and Title
failure to check the box of checked, please insert th PO or Reference Numb	orchase order or payment reference number is confirms that no purchase order is required for the purchase order or payment reference number: ———————————————————————————————————	is required by Customer for billing purposes. Customer's or Customer's internal payment process. If the box is other in the space provided: order Customer may issue for billing purposes
Is the billing address	s below correct? () YES () NO	
City of Den Denton, TX	nicipal Electric ton Purchasing Department 901-13 Texa 3 76209 @cityofdenton.com	In case of changes, enter the correct address(es) below:
Is the shipping addr	ess below correct? () YES () NO	address(es) below.
1659 Spend Denton, TX		

Please contact the Sales Account Manager (SAM) for questions regarding this quote: SAM: Chris Olson; Email: Chris.Olson@aspentech.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.

	Code, Ordinance 18-757.
	this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the evendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
	dor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a meanor.
1 Nar	ne 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 7 th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)
3 Nan	ne of local government officer about whom the information in this section is being disclosed.
	Name of Officer
176.0 comp	ibe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 03(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be leted 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. In additional pages to this Form CIQ as necessary.
A. 1	s the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? Yes No
	s 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 his section AND the taxable income is not received from the local governmental entity? Yes No
	s 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. I	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:
	Scan Egan 10/23/2025
	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/LG176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "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

<u>Vendor</u>: 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: 43339473-D3D7-4AFE-BFB5-5FF4E3ED9FE7

Subject: Please DocuSign: City Council Contract 7718 OSI - NTE Amendment

Source Envelope:

Document Pages: 11 Signatures: 4 Initials: 1 Christa Christian Certificate Pages: 6

Signature

Completed

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Envelope Originator:

901B Texas Street Denton, TX 76209

Status: Sent

Christian@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original Holder: Christa Christian

Christa.Christian@cityofdenton.com

Location: DocuSign

Signer Events

Christa Christian

Christian@cityofdenton.com

10/16/2025 12:36:34 PM

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)

lH

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Using IP Address: 198.49.140.10

Timestamp

Sent: 10/16/2025 12:48:55 PM Viewed: 10/16/2025 12:49:05 PM Signed: 10/16/2025 12:49:10 PM

Sent: 10/16/2025 12:49:13 PM Viewed: 10/16/2025 1:23:53 PM Signed: 10/16/2025 1:24:28 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Marcella Lunn

marcella.lunn@cityofdenton.com Senior Deputy City Attorney

City of Denton

Security Level: Email, Account Authentication

(None)

Marcella lunn 4B070831B4AA438.

Signature Adoption: Pre-selected Style

Sent: 10/16/2025 1:24:31 PM Viewed: 10/17/2025 2:11:30 PM Signed: 10/17/2025 2:14:59 PM

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Sean Egan

chris.olson@aspentech.com

Security Level: Email, Account Authentication

(None)

Signed by: Sean Egan

Signature Adoption: Pre-selected Style Using IP Address: 206.188.247.134

Sent: 10/17/2025 2:15:02 PM

Resent: 10/23/2025 8:12:06 AM Viewed: 10/23/2025 11:35:48 AM Signed: 10/23/2025 11:36:54 AM

Electronic Record and Signature Disclosure:

Accepted: 10/21/2025 7:49:14 AM

ID: 29f0b750-397c-42fd-a7ba-dee6500da70c

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

Electronic Record and Signature Disclosure:

Accepted: 10/23/2025 12:06:51 PM ID: 5f51340b-1c88-41c5-b174-a447ff6ed5a1

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

Sara Hensley

sara.hensley@cityofdenton.com

Security Level: Email, Account Authentication

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

antonio Puente, Ir.

Signature

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

Timestamp

Sent: 10/23/2025 11:36:57 AM Viewed: 10/23/2025 12:06:51 PM Signed: 10/23/2025 12:07:20 PM

Sent: 10/23/2025 12:07:24 PM

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 chevenne.defee@citvofdenton.com	COPIED	Sent: 10/16/2025 12:49:13 PM

Security Level: Email, Account Authentication

cheyenne.defee@cityofdenton.com **Procurement Administration Supervisor**

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Gretna Jones

City of Denton

gretna.jones@cityofdenton.com

Legal Secretary City of Denton

Security Level: Email, Account Authentication

(None)

COPIED

Sent: 10/23/2025 12:07:24 PM Viewed: 10/28/2025 2:46:34 PM **Carbon Copy Events Status Timestamp**

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

Jerry Looper

jerry.looper@cityofdenton.com

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

Accepted: 10/28/2025 1:36:51 PM ID: c1c5ec84-7379-4983-978a-a3db516dcc8f

Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	10/16/2025 12:48:55 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.

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

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,
	NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	
	•Allow per session cookies
	•Users accessing the internet behind a Proxy
	Server must enable HTTP 1.1 settings via
	proxy connection

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

Acknowledging your access and consent to receive materials electronically

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

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

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