

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

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH POWERWORLD CORPORATION, FOR THE ANNUAL LICENSING, MAINTENANCE, AND SUPPORT OF POWERWORLD SIMULATOR SOFTWARE, CURRENTLY USED BY 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 8404 – AWARDED TO POWERWORLD CORPORATION, IN THE NOT-TO-EXCEED AMOUNT OF \$63,112.50, WITH A CONTRACT TERM EXPIRING FEBRUARY 21, 2027).

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 [Engineering functions]; 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>
8404	PowerWorld Corporation	\$63,112.50

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:	_____	_____	_____	_____
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 \_\_\_\_\_, 2024.

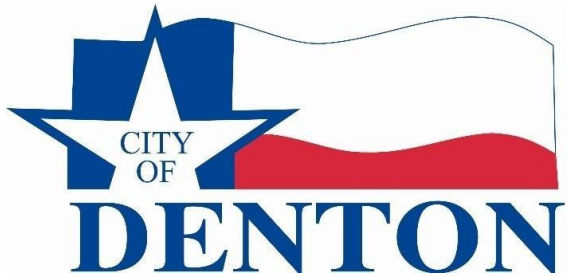
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

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@cityofdenton.com  
Date: 2024.03.12 12:26:47 -05'00'



Docusign City Council Transmittal Coversheet

FILE	8404
File Name	POWERWORLD SIMULATOR PRODUCT RENEWAL
Purchasing Contact	Crystal westbrook
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN  
CITY OF DENTON, TEXAS AND POWERWORLD CORPORATION  
(Contract #8404)**

**THIS CONTRACT** is made and entered into this date \_\_\_\_\_, by and between POWERWORLD CORPORATION a Illinois Corporation whose address is 2001 S First Street, STE 203, Champaign, IL 61820, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**SCOPE OF SERVICES**

Contractor shall provide products in accordance with the City's File #8404 Power World Simulator Product Renewal, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) PowerWorld Maintenance Agreement (**Exhibit "B"**);
- (c) PowerWorld Maintenance Agreement Addendum (**Exhibit "C"**);
- (d) PowerWorld License Agreement Site (**Exhibit "D"**);
- (e) PowerWorld License Agreement Single (**Exhibit "E"**);
- (f) Vendors Proposal (**Exhibit "F"**);
- (g) Standard Addendum to Agreement (**Exhibit "G"**);
- (h) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "H"**);

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

**Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

**Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains

written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

#### **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

#### **Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

#### **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

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

CONTRACTOR

BY: 

DocuSigned by:

*Kelley Wegeng*

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AUTHORIZED SIGNATURE

Printed Name: kelley wegeng

Title: Executive Vice President

+1.217.384.6330 ext. 15

PHONE NUMBER  
kelley@powerworld.com

EMAIL ADDRESS

2024- N/A - IL corp, all work done in IL

TEXAS ETHICS COMMISSION  
1295 CERTIFICATE NUMBER

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

DocuSigned by:

*Antonio Puente, Jr.*

E3760944C2BE4B5...

  
SIGNATURE      PRINTED NAME

DME General Manager

TITLE

Electric

DEPARTMENT

CITY OF DENTON, TEXAS

BY: \_\_\_\_\_  
SARA HENSLEY, CITY MANAGER

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: 

DocuSigned by:

*Marcella Lunn*

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**Exhibit A**  
**Special Terms and Conditions**

**1. Contract Terms**

The contract term will be three (3) year, contract will expire on February 21, 2027.

**2. Total Contract Amount**

The contract total shall not exceed \$63,112.50. Pricing shall be per Exhibit F attached.



## **Exhibit B**

### **POWERWORLD Maintenance Agreement**

POWERWORLD CORPORATION ("LICENSOR") HAS LICENSED TO YOU ("LICENSEE") SOFTWARE UNDER A SEPARATE LICENSE AGREEMENT. THIS AGREEMENT PERTAINS TO THE MAINTENANCE OF THAT SOFTWARE LICENSE.

#### **Maintenance Terms**

1. Licensee's ability to use the software referenced in the License Agreement is NOT contingent upon its desire to continually pay the maintenance fees for this software. The license is a fully paid-up, perpetual license to the Software. It is irrevocable except in the case of a material breach of the license agreement.
2. As long as the maintenance fee is paid-in-full, the Licensee is entitled to no cost support for any of its users/technical support staff via email or phone.
3. As long as the maintenance fee is paid-in-full the Licensee is entitled to no cost access to any patches that are released for their current versions. These patches will be released via the PowerWorld Corporation website and will be accessed using a username and password that will be issued to the licensee.
4. As long as the maintenance fee is paid-in-full the Licensee is entitled to no cost upgrades to any new version of their software that are released. These upgrades will be automatically sent to the licensee without the licensee having to request them.

#### **Maintenance Fees**

5. The initial license fee for this software includes a paid-in-full maintenance agreement for one full year after the delivery date of the software.
6. As long as the licensee continues to pay the yearly maintenance fee, their maintenance fee will be considered paid-in-full.
7. Payment of the yearly maintenance as the original or future maintenance periods expire will extend the maintenance agreement for a full year after the payment.
8. If this maintenance agreement lapses renewal will be prorated by month for the period from the date of expiration through one year from the date of renewal, up to but not exceeding 100% of the license fee for the product at the time of renewal.

This Agreement is governed by the laws of the State of Illinois.

If you have any questions concerning this Agreement or wish to contact POWERWORLD for any reason, please email [info@powerworld.com](mailto:info@powerworld.com) or call (217) 384-6330.

Copyright © 1996 - 2022 POWERWORLD CORPORATION. All rights reserved.

## **Exhibit C**

### **POWERWORLD Maintenance Agreement Addendum**

Whereas, PowerWorld Corporation ("Licensor" or "Consultant") and the entity and/or entities set forth on the attached agreement ("Licensee" or "Client") have an existing Software License Agreement (the "License Agreement") which governs the Licensee's use of PowerWorld Software ("Software") and an accompanying Maintenance Agreement (the "Agreement") to which this Addendum ("Addendum") is attached. This Addendum is incorporated into the Agreement by reference.

Whereas the parties desire to incorporate the following additional terms into the contract as follows.

#### **Relationship and Disclosure of Data**

1. The technical support, patches, and upgrades provided by the Licensor to the Licensee constitute a Service ("Service") yielding a Consultant/Client relationship that enables the Consultant to support the Client's safe, reliable, and efficient analysis and/or operation of power systems and develop the Software so that it better supports those functions.
2. While providing such Service the Client may need to share information ("Data") which may be proprietary, non-public, sensitive or Controlled Unclassified Information ("Data").
3. Such Data may include (but is not limited to) power flow cases, dynamics files, contingency files, remedial action schemes, operating reliability data, and other data deemed Critical Energy Infrastructure Information by the United States Federal Energy Regulatory Commission ("FERC"), data for which the Consultant has been approved by FERC.
4. Such Data will remain strictly the property of the Client unless it becomes public through no fault of the Consultant and will only be used by the Consultant as needed for providing this Service to the Client.

#### **Treatment of Data**

5. The Consultant agrees to take all reasonable precautions to maintain the confidentiality of the Data and to prevent unauthorized access to it.
6. The Consultant agrees to not make available, disclose, provide, or communicate Data to any entity or individual, except employees or contractors of the Consultant using the Data for this Service.
7. Notwithstanding anything to the contrary herein, Consultant may disclose Data to a governmental authority as required by law, provided that to the extent permitted by law the Consultant notifies the Client, withholds such Data until the Client has had a chance to respond to the required disclosure, and cooperates with the Client as they respond to the required disclosure and/or protect their interests in the Data.

#### **Term and Termination of Addendum**

8. This Addendum shall continue in effect unless terminated. This Addendum may be terminated by the Consultant or Client at any time at their sole discretion.
9. If the Addendum is terminated the parties may at their mutual discretion continue the Agreement as previously defined.
10. If the Agreement expires the terms of this Addendum regarding the treatment of data shall survive.

### **Ownership of Work Product**

11. Although the Service is being provided to the Client by the Consultant, ownership of any Software developed while providing the Service remains exclusively with the Consultant as defined in the License Agreement.
12. Additionally, notwithstanding any other provision in this Agreement or any other agreement between Licensor and Licensee (including purchase orders, terms and conditions, master license agreements, consulting agreements, and purchase contracts), all improvements made to the Software remain the sole intellectual property of the Licensor even if they were implemented by the Licensor at the suggestion or funding of the Licensee.

### **Miscellaneous**

13. This Agreement is governed by the laws of the State of Illinois. In the event of a dispute relating to the terms of this Agreement, suit shall be brought only in a federal or state court located in Champaign County in the State of Illinois.
14. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of the Agreement.

The parties have executed this contract on the dates shown below.

Licensee:

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

Licensor: PowerWorld Corporation, Champaign, Illinois

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

## **Exhibit D**

### **POWERWORLD License Agreement**

This License Agreement (the "Agreement") is between POWERWORLD CORPORATION ("Licensor") and the licensee installing the software to which this Agreement is attached (the "Licensee").

#### **Ownership of the Software**

1. The software which accompanies this license (the "Software"), including, but not limited to, object code, source code, data, information, modifications, enhancements, adaptations thereof, and derivative works, and the accompanying written materials, are owned by, and shall remain the sole and exclusive property of, Licensor and/or its suppliers. The Software is protected by United States copyright laws, by laws of other nations, and by international treaties. Any and all rights not specifically granted in this Agreement is expressly reserved by the Licensor. Nothing herein grants Licensee any ownership rights to the Software.

NOTE: This Agreement assumes use of the PowerWorld Simulator software as a SINGLE USER license. Please see PowerWorld Corporation's SITE license agreement if the Software is to be used as part of a site license.

#### **Grant of License**

2. Licensor grants to Licensee and Licensee accepts a perpetual, non-exclusive, non-transferable license to use one (1) copy of the Software on one (1) computer (the "License"). Licensee may load one (1) copy of the Software into permanent memory of one (1) computer (the "Primary Installation"). Licensee may install the Primary Installation on a real or virtual machine supporting multiple logins or on a single network server, provided there is no possibility of the Software being used by more than one (1) user simultaneously. Only one (1) user may use the Software at a time. Licensee may not launch more than one (1) concurrent instance of the Software via automation.

3. Licensee may install the Software on multiple machines if a hardware key has been purchased from the Licensor which restricts access to each such installation of the Software to only one (1) user at a time.

4. If no hardware key has been purchased from the Licensor, the primary user of the computer on which the Software is installed may make a second copy on a computer under the exclusive control of the primary user and/or the Licensee, for the primary user's exclusive use only at times when there are no application instances run by the Primary Installation.

#### **Restrictions on Use and Transfer**

5. Licensee may not copy the Software, except that (a) Licensee may make one (1) copy of the Software solely for backup or archival purposes, and (b) Licensee may transfer the Software to hard disks as specified in above under Grant of License.

6. Licensee may not re-sell the Software, or incorporate the Software or its results in any product or generalized service without express permission from the Licensor. Licensee's use of the Software and its results in the capacity of Licensee's employment as a consultant by a third-party client (a "Client") does not fall under this restriction on use, provided that Licensee shall not permit such Clients to use or access the Software and shall not transfer any copy or any part of the Software to such Clients.

7. Licensee may not reverse engineer, decompile, or disassemble the Software. Licensee may not alter or modify the Software or create derivative works thereof.

## **Limited Warranty**

8. Licensor warrants that the Software will perform substantially in accordance with the accompanying written materials for a period of 60 days from the date of receipt of the Software. Any implied warranties on the Software are limited to 60 days. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to Licensee.

9. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. This limited warranty gives licensee specific legal rights. Licensee may have others, which vary from state to state.

10. Except as provided in Section 14, LICENSOR'S TOTAL LIABILITY PURSUANT TO THIS AGREEMENT AND RELATING TO THE SOFTWARE, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT, OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO LICENSOR BY LICENSEE PURSUANT TO A PURCHASE ORDER, PURCHASE CONTRACT, OR PURCHASE AGREEMENT BETWEEN LICENSOR AND LICENSEE. NOTWITHSTANDING THE FOREGOING, LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO LICENSOR'S WARRANTY UNDER SECTION 8 SHALL BE REPLACEMENT OF THE SOFTWARE THAT DOES NOT MEET LICENSOR'S LIMITED WARRANTY AND WHICH IS RETURNED TO LICENSOR. Any replacement Software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. These remedies are not available outside the United States of America.

11. This Limited Warranty is void if failure of the Software has resulted from modification or alteration of the Software by anyone other than Licensor; negligence, accident, abuse, or any other cause within Licensee's control; the use of the Software in any manner not authorized by this Agreement or for the ordinary purpose for which the Software is designed; or any use of the Software beyond the number of computer systems permitted under this Agreement or by users beyond the number of users permitted under this Agreement.

12. Except as provided in Section 14, IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE FOR DAMAGES, INCLUDING ANY LOSS OF PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF ANY LEGAL OR EQUITABLE THEORIES WHICH MAY BE ASSERTED. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply.

13. This Agreement is governed by the laws of the State of Illinois. In the event of a dispute relating to the terms of this Agreement, suit shall be brought only in a federal or state court located in Champaign County in the State of Illinois.

14. Notwithstanding any other provision in this Agreement to the contrary, Licensor agrees to indemnify, defend, and hold Licensee and its affiliates harmless from any and all claims or suits for loss or damage (including reasonable attorneys' fees) based upon a claim that the Software infringes a third party's copyright, trademarks or patents, or constitutes an unlawful disclosure, use or misappropriation of a third party's trade secrets or confidential information.

15. In the event of any disagreement between this Agreement and any other agreements between Licensor and Licensee except a Maintenance Agreement provided by Licensor and expressly referencing this Agreement, this agreement shall prevail, and in no event shall terms contained in any such agreements supersede or be made a part of this Agreement. Additionally, notwithstanding any other provision in this Agreement or any other agreement between Licensor and Licensee (including purchase orders, terms and

conditions, master license agreements, consulting agreements, and purchase contracts), all improvements made to the Software remain the sole intellectual property of the Licensor even if they were implemented by the Licensor at the suggestion or funding of the Licensee.

16. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of the Agreement.

17. This Agreement may not be modified or amended except in writing signed by duly authorized representatives of Licensor and Licensee.

Licensee's acceptance of this Agreement will be deemed binding upon the installation of the Software.

## **Exhibit E**

### **POWERWORLD Site License Agreement**

This License Agreement (the "Agreement") is between POWERWORLD CORPORATION ("Licensor") and the licensee installing the software to which this Agreement is attached (the "Licensee").

#### **Ownership of the Software**

1. The software which accompanies this license (the "Software"), including, but not limited to, object code, source code, data, information, modifications, enhancements, adaptations thereof, and derivative works, and the accompanying written materials, are owned by, and shall remain the sole and exclusive property of, Licensor and/or its suppliers. The Software is protected by United States copyright laws, by laws of other nations, and by international treaties. Any and all rights not specifically granted in this Agreement is expressly reserved by the Licensor. Nothing herein grants Licensee any ownership rights to the Software.

#### **Grant of License**

2. Licensor grants to Licensee and Licensee accepts a perpetual, non-exclusive, non-transferable license to use as many copies of the Software as desired, provided all copies are used by persons employed by, or working under contract for, the Licensee, and that all copies are used within 1,000 meters of the site for which this License is purchased. One Site is defined as one geographic location of radius 1,000 meters.

3. This License is a fully paid-up, perpetual License to the Software. It is irrevocable except in case of a material breach of the Agreement.

4. Licensee has the right to move the Site provided they notify the Licensor of the move and they do not continue to use the Software at the former Site.

#### **Restrictions on Use and Transfer**

5. Licensee may not copy the Software, except that (a) Licensee may make one (1) copy of the Software solely for backup or archival purposes, and (b) Licensee may transfer the Software to hard disks as specified in above under Grant of License.

6. Licensee may not re-sell the Software, or incorporate the Software or its results in any product or generalized service without express permission from the Licensor. Licensee's use of the Software and its results in the capacity of Licensee's employment as a consultant by a third-party client (a "Client") does not fall under this restriction on use, provided that Licensee shall not permit such Clients to use or access the Software and shall not transfer any copy or any part of the Software to such Clients.

7. Licensee may not reverse engineer, decompile, or disassemble the Software. Licensee may not alter or modify the Software or create derivative works thereof.

#### **Limited Warranty**

8. Licensor warrants that the Software will perform substantially in accordance with the accompanying written materials for a period of 60 days from the date of receipt of the Software. Any implied warranties on the Software are limited to 60 days. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to Licensee.

9. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. This limited warranty gives licensee specific legal rights. Licensee may have others, which vary from state to state.

10. Except as provided in Section 14, LICENSOR'S TOTAL LIABILITY PURSUANT TO THIS AGREEMENT AND RELATING TO THE SOFTWARE, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT, OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO LICENSOR BY LICENSEE PURSUANT TO A PURCHASE ORDER, PURCHASE CONTRACT, OR PURCHASE AGREEMENT BETWEEN LICENSOR AND LICENSEE. NOTWITHSTANDING THE FOREGOING, LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO LICENSOR'S WARRANTY UNDER SECTION 8 SHALL BE REPLACEMENT OF THE SOFTWARE THAT DOES NOT MEET LICENSOR'S LIMITED WARRANTY AND WHICH IS RETURNED TO LICENSOR. Any replacement Software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. These remedies are not available outside the United States of America.

11. This Limited Warranty is void if failure of the Software has resulted from modification or alteration of the Software by anyone other than Licensor; negligence, accident, abuse, or any other cause within Licensee's control; the use of the Software in any manner not authorized by this Agreement or for the ordinary purpose for which the Software is designed; or any use of the Software beyond the number of computer systems permitted under this Agreement or by users beyond the number of users permitted under this Agreement.

12. Except as provided in Section 14, IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE FOR DAMAGES, INCLUDING ANY LOSS OF PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF ANY LEGAL OR EQUITABLE THEORIES WHICH MAY BE ASSERTED. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply.

13. This Agreement is governed by the laws of the State of Illinois. In the event of a dispute relating to the terms of this Agreement, suit shall be brought only in a federal or state court located in Champaign County in the State of Illinois.

14. Notwithstanding any other provision in this Agreement to the contrary, Licensor agrees to indemnify, defend, and hold Licensee and its affiliates harmless from any and all claims or suits for loss or damage (including reasonable attorneys' fees) based upon a claim that the Software infringes a third party's copyright, trademarks or patents, or constitutes an unlawful disclosure, use or misappropriation of a third party's trade secrets or confidential information.

15. In the event of any disagreement between this Agreement and any other agreements between Licensor and Licensee except a Maintenance Agreement provided by Licensor and expressly referencing this Agreement, this agreement shall prevail, and in no event shall terms contained in any such agreements supersede or be made a part of this Agreement. Additionally, notwithstanding any other provision in this Agreement or any other agreement between Licensor and Licensee (including purchase orders, terms and conditions, master license agreements, consulting agreements, and purchase contracts), all improvements made to the Software remain the sole intellectual property of the Licensor even if they were implemented by the Licensor at the suggestion or funding of the Licensee.

16. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of the Agreement.



17. This Agreement may not be modified or amended except in writing signed by duly authorized representatives of Licensors and Licensee.

Licensee's acceptance of this Agreement will be deemed binding upon the installation of the Software.

**EXHIBIT F**
**PowerWorld**  
 Corporation

[www.powerworld.com](http://www.powerworld.com)
[info@powerworld.com](mailto:info@powerworld.com)

 Phone: +1 (217) 384-6330  
 2001 South First Street  
 Champaign, IL 61820  
 USA

## Quote

Number: 230298

Date: August 17, 2023

To:			
City of Denton <a href="mailto:Nicholas.Dusak@cityofdenton.com">Nicholas.Dusak@cityofdenton.com</a> 1659 Spence Road Denton, TX 76205			
Quantity	Description	Unit Price	Amount
3	Your PowerWorld Simulator site license maintenance agreement will expire 2/21/2024. Cost to renew for one year.	US\$8,250.00	US\$24,750.00
3	Your two (2) Simulator ATC OPF SCOPF SimAuto TP single-user add-on maintenance agreements will expire 2/21/2024. Cost to renew for one year.	US\$12,787.50	US\$38,362.50
<i>Includes upgrades and technical support through February 21, 2027.</i>		SUBTOTAL	US\$63,112.50
		SALES TAX 0%	US\$0.00
		SHIPPING & HANDLING	US\$0.00
		<b>TOTAL</b>	<b>US\$63,112.50</b>

Terms: Net 30 Days, Net 60 Days purchase orders may be accepted with a 1.5% surcharge. If your company does not issue purchase orders, or if your PO T&C are unacceptable, 100% advance payment via ACH / wire transfer or check in USD is required. Software download instructions sent via email and hardware key sent via USPS within 1-2 days of receipt of an acceptable PO or payment in full. Destination. This quotation is good for 90 days from the date of issuance. If you have any questions or would like copies of applicable license and maintenance agreements purchase of these items mandates acceptance of, please email [quotes@powerworld.com](mailto:quotes@powerworld.com). No purchase of the licenses described herein may be made without accepting said agreements.

## Exhibit G

### Standard Addendum to Agreement

The agreement between the City of Denton, a Texas home-rule municipal corporation ("City"), and the other party to the agreement ("Vendor") to which this Standard Addendum to Agreement (this "Addendum") is attached, is subject to the terms and conditions of this Addendum, which are incorporated for all purposes into the agreement to which they are attached (the "Agreement"). This Addendum is subject to the underlying Agreements provided by Vendor; provided, however, any reference to Governing Law and Venue will be superseded by the Governing Law and Venue provision in this Addendum. For the avoidance of doubt, the Agreement includes: (i) the Site License Agreement (ii) the License Agreement, (iii) the Maintenance Agreement and (iv) the Maintenance Addendum.

**Payment.** In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or services, (ii) performance is complete, or (iii) delivery of an invoice to City; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Invoices and any required supporting documents must be presented to: City of Denton – Purchasing Department, 901 B Texas Street, Denton, TX 76201.

**Tax Exempt.** No taxes shall be included in the invoice. City is exempt from the payment of taxes and the purchase order serves as the required exemption certificate for tax exemption. The City will provide other exemption certificates or documentation confirming its tax-exempt status as requested.

**Governing Law and Venue.** The Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for all issues arising from or related to the Agreement shall be resolved in the courts of Denton County, Texas, and the parties agree to submit to the exclusive jurisdiction of such courts.

**No Excess Obligations.** In the event the Agreement spans multiple fiscal years, the City's continuing performance under the Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the City Council of the City of Denton. If the City Council of the City of Denton fails to appropriate or allot the necessary funds, City shall issue written notice to Vendor that City may terminate the Agreement without penalty, further duty, or obligation.

**Delivery.** Delivery shall be FOB Destination.

**Public Information.** City shall release information in accordance with the Texas Public Information Act, Tex. Gov't Code Chapter 552, and other applicable law or court orders. If requested, Vendor shall make public information available to City in an electronic format, and any portions of records claimed by the Vendor to be proprietary must be clearly marked as such.

**Insurance.** City is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by City shall, without further requirement, satisfy all insurance obligations of City under the Agreement.

**Israel Non-Boycott Verification.** Vendor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. **By signing this Addendum, Vendor certifies that Vendor's signature provides written verification to City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.** Failure to meet or maintain the requirements under this provision will be considered a material breach.

**Foreign Terrorist Organization Prohibition Verification.** Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. **By signing this Addendum, Vendor certifies that Vendor's signature provides written verification to City that Vendor, pursuant to Chapter 2252, is not ineligible to enter into this Addendum and will not become ineligible to receive payments under the Agreement by doing business with Iran, Sudan, or a foreign terrorist organization.** Failure to meet or maintain the requirements under this provision will be considered a material breach.

**Limitations.** City is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on City property; disclaimers and limitations of warranties; disclaimers and limitation of liability for damages; waivers, disclaimers, and limitation on litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on City, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

**Prohibition on Contracts with Companies Boycotting Certain Energy Companies.** Vendor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this agreement, Vendor certifies that Vendor's signature provides written verification to the City that Vendor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

**Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations.** Vendor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this agreement, Vendor certifies that Vendor's signature provides written verification to the City that Vendor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

**Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization.** Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. By signing this agreement, Vendor certifies that Vendor's signature provides written verification to the City that Vendor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization. Failure to meet or maintain the requirements under this provision will be considered a material breach.

**Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies.** The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Vendor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

<b>VENDOR:</b>	<b>CITY OF DENTON</b>
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**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.**

POWERWORLD CORPORATION

**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<sup>th</sup> 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 relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

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** DocuSigned by:

*Kelley Wegung*

3/4/2024

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](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 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: DF7B93C6EB2347E7A97195C682B194DA

Status: Sent

Subject: Please DocuSign: City Council Contract 8404 PowerWorld Simulator Product Renewal

Source Envelope:

Document Pages: 19

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Crystal Westbrook

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

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

crystal.westbrook@cityofdenton.com

IP Address: 198.49.140.10

**Record Tracking**

Status: Original

Holder: Crystal Westbrook

Location: DocuSign

3/1/2024 2:32:59 PM

crystal.westbrook@cityofdenton.com

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

Crystal Westbrook

**Completed**

Sent: 3/1/2024 2:35:32 PM

crystal.westbrook@cityofdenton.com

Viewed: 3/1/2024 2:35:41 PM

Senior Buyer

Signed: 3/1/2024 2:36:57 PM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lori Hewell



Sent: 3/1/2024 2:37:01 PM

lori.hewell@cityofdenton.com

Viewed: 3/1/2024 2:47:48 PM

Purchasing Manager

Signed: 3/1/2024 2:48:03 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 198.49.140.104

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

Marcella Lunn



Sent: 3/1/2024 2:48:06 PM

marcella.lunn@cityofdenton.com

Viewed: 3/1/2024 3:14:58 PM

Senior Deputy City Attorney

Signed: 3/1/2024 3:15:58 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 107.115.147.128

Signed using mobile

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

Kelley Wegeng



Sent: 3/1/2024 3:16:01 PM

kelley@powerworld.com

Viewed: 3/4/2024 9:36:43 AM

Executive Vice President

Signed: 3/4/2024 9:42:17 AM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 206.221.149.34

**Electronic Record and Signature Disclosure:**

Accepted: 3/4/2024 9:36:43 AM

ID: a06dc393-abd2-4ad9-bf9d-d64ef68f608b

Signer Events	Signature	Timestamp
Antonio Puente, Jr. antonio.puente@cityofdenton.com DME General Manager Security Level: Email, Account Authentication (None)	<div>DocuSigned by: <i>Antonio Puente, Jr.</i> E3760944C2BF4B5...</div> Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/4/2024 9:42:21 AM Viewed: 3/4/2024 11:10:21 AM Signed: 3/4/2024 11:10:34 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 3/4/2024 11:10:21 AM  
ID: 34fb1d41-abbcb452a-a98c-3e7d18509b8c

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

Sent: 3/4/2024 11:10:38 AM

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

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: 2/26/2024 9:37:24 AM  
ID: 2dd761df-a516-47b2-a74f-68d75f554a26

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: 3/1/2024 2:37:01 PM



Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Nicholas Dusak nicholas.dusak@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 3/4/2024 11:10:38 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/1/2024 2:35:32 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **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, 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"><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.