

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH HONEYWELL INTERNATIONAL INC., FOR THE MAINTENANCE AND LICENSING FOR THE EMERGENCY RESPONSE AUTOMATED FIRE STATION ALERTING (PHOENIX G2) SYSTEM FOR THE FIRE DEPARTMENT; WHICH IS THE SOLE PROVIDER OF THESE SERVICES, 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 8887 – AWARDED TO HONEYWELL INTERNATIONAL INC., FOR THREE (3) YEARS, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$348,949.00).

WHEREAS, Section 252.022 of the Local Government Code provides that procurement of items that are only available from one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water, and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; need not be submitted to competitive bids; and

WHEREAS, this procurement was undertaken as part of the City's governmental function [Operation of emergency ambulance service]; 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>
8887	Honeywell International Inc.	\$348,949.00

SECTION 2. The City Council hereby finds that this bid, and the award thereof, constitutes a procurement of items that are available from only one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water, and other utility purchases;

captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; need not be submitted to competitive bids.

SECTION 3. The acceptance and approval of the above items shall not constitute a contract between the City and the person submitting the quotation for such items until such person shall comply with all requirements specified by the Purchasing Department.

SECTION 4. The City Manager, or their designee, is hereby authorized to execute the contract relating to the items specified in Section 1, attached hereto, and the expenditure of funds pursuant to said contract is hereby authorized.

SECTION 5. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

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

	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 _____ day of _____, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn



Docusign City Council Transmittal Coversheet

FILE	8887
File Name	Fire Station Alerting Maintenance and Licensing
Purchasing Contact	Kayla Clark
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND HONEYWELL INTERNATIONAL INC.
(Contract #8887)**

THIS CONTRACT is made and entered into this date _____, by and between Honeywell International Inc. an Delaware corporation, whose address 1150 W. Grove Parkway, Suite 110, Tempe, Arizona 85283, 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 their 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 services in accordance with the City’s File#8887 - Fire Station Alerting Maintenance and Licensing, 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) US Digital Designs Service Agreement and Mobile App End User License Agreement **(Exhibit “B”);**
- (c) Certificate of Interested Parties Electronic Filing **(Exhibit “C”);**
- (d) Insurance Requirements **(Exhibit “D”);**
- (e) Contractor’s Proposal (“Contractor’s Offer”) **(Exhibit “E”);**
- (f) Form CIQ – Conflict of Interest Questionnaire **(Exhibit “F”)**

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 Contract, 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 Contract.*** 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 2276 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 Contract.*** 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 Contract, 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 this 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

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 Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract 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.

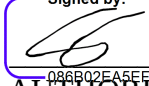
Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

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 2275, 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 Contract in the year and day first above written.

CONTRACTOR

Signed by:
BY: 
086B02EA5EE9449
AUTHORIZED SIGNATURE

Printed Name: Susheel tenguria

Title: Vice President

8475216680

PHONE NUMBER

Susheel.tenguria@honeywell.com

EMAIL ADDRESS

susheel.tenguria@honeywell.com

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

Signed by:



8C476EC45B304C3

SIGNATURE

Kenneth Hedges

PRINTED NAME

Fire Chief

TITLE

Fire

DEPARTMENT

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:

BY: 
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Exhibit A

Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed \$348,949. Pricing shall be per Exhibit E attached.

2. The Quantities

The quantities indicated on Exhibit E are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Contract Terms

The contract term will be three (3) years, effective from date of award (the “Initial Term”). The City and the Contractor shall have the option to renew this contract for an additional two (2) one-year periods (each an “Additional Term”).

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

4. Price Escalation and De-escalation

On Contractor’s request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer’s price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The Contractor should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Contractor must

also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

5. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

6. 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.

7. No Excess Obligations

In the event the Contract spans multiple fiscal years, the City's continuing performance under the Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract 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 Contractor that City may terminate the Contract without penalty, further duty, or obligation.

8. Delivery

Delivery shall be FOB Destination.

9. 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, Contractor shall make public information available to City in an electronic format, and any portions of records claimed by the Contractor to be proprietary must be clearly marked as such.

10. 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 Contract.

11. INDEMNITY

THE CONTRACTOR SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES ASSERTED AGAINST OR INCURRED BY CITY, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES INCIDENTAL TO, RELATED TO, AND IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THE CONTRACT. Nothing in this Contract shall be construed to create a liability to any person who is not a party to this Contract, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Contract, including the defense of governmental immunity, which defenses are hereby expressly reserved.

12. Limitations

City is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Contract, 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.



US DIGITAL DESIGNS
by Honeywell

Exhibit B
SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made by and between Honeywell International Inc., through its US Digital Designs group (“Honeywell”), with its principal place of business at 1150 W. Grove Parkway, Suite 110, Tempe, Arizona 85283, and the following entity (“Customer”):

City of Denton
Attn: Lindsey Garrison
215 East McKinney Street
Denton, TX 76209
Email: lindsey.garrison@cityofdenton.com

Recitals. Customer requires Honeywell to provide Software maintenance and Hardware repair services for the Phoenix G2 Fire Station Alerting System Products (as those terms are defined below) acquired and implemented by Customer. Honeywell has agreed to service the Customer’s System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the forgoing, and for other good and valuable consideration, the Parties hereby agree to the terms set forth in this Agreement.

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

- a. “Additional Services” shall have the meaning set forth in Section 8 below;
- b. “Application or App” shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.
- c. “Commencement Date” shall be **December 21, 2025**.
- d. “Hardware” means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by Honeywell, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;
- e. “Emergency Support” means telephone access for Customer’s System Administrator” (as defined below) to Honeywell’s senior staff and engineers in the event of a Mission Critical Failure.

- f. “Mission Critical Failure” means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of Honeywell’s direct control does not constitute a Mission Critical Failure.
- g. “Services” shall have the meaning set forth in Section 3, below;
- h. “Software” means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, customization requested by Customer, copies, documentation, and design data that are licensed to Customer by Honeywell;
- i. “System” means all Hardware and Software purchased by Customer either directly from Honeywell or authorized Honeywell Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term “System” specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer’s computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by Honeywell;
- j. “Term” means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section **Error! Reference source not found.** below.

2. **Honeywell Scope of Services.** During the Term of this Agreement, Honeywell agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the “Services”). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;
- c. Emergency Support, available 24 hours per day, for Customer’s System Administrator in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by Honeywell;
- e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User’s Agreement* that must be accepted

by each user at the time the software is downloaded; provided, however, to the extent the Mobile Application End-User Agreement conflicts with this Agreement or Contract 8887, this Agreement or Contract 8887 shall govern.

- f. Advance replacement of defective or malfunctioning Hardware (not otherwise covered under the Honeywell warranty applicable to the Hardware) subject to Honeywell's Return Material Authorization ("RMA") Process described below; and
- g. Ground shipping for the return of repaired Hardware.

3. **Claims.** Prior to requesting Services, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, either Customer must contact Honeywell technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. Honeywell's technical support contact information can be found on Honeywell's web site: <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

4. **Advance Replacement of Hardware.** If a Hardware component requires repair during the Term, Customer shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to Honeywell for repair. The replacement Hardware will be a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Replaced Hardware provided by Honeywell in fulfillment of the Services must be used in the System to which this Agreement applies.

5. **Return Material Authorization Process.** If Customer makes a claim for an advanced replacement of a Hardware component during the Term, Customer shall provide Honeywell with the Hardware component model and serial number and failure information to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Hardware, shipped postage paid ground shipping to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the hardware that Customer is returning. The original hardware must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number. The original hardware must be shipped back within 10 days of receiving the replacement. Failure to return the original hardware will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

6. **No Fault Found.** Honeywell reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no fault. Customer understands that this fee is Contract 8887

intended to discourage return of Hardware prior to proper troubleshooting or return because the Hardware is “old.” Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing. In such event, Honeywell shall invoice Customer for the full market value of the replacement Hardware.

7. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer’s misuse or neglect of the System, damage arising from Customer’s failure to follow instructions relating to the product’s use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized Honeywell representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of Honeywell, use with non-Honeywell products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer’s site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in Honeywell’s sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer’s warranty, if any. Honeywell shall not be liable to provide Services at any time when Customer is in breach of any obligation to Honeywell under this Agreement or any other contract.

8. **Additional Services by Honeywell.** Except for the Services, all other acts or performances requested or required of Honeywell by Customer (“Additional Services”) will be charged at Honeywell’s then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer’s use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by Honeywell on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days of receipt of invoice. Invoices remaining unpaid for more than 30 days shall bear interest at 18% per annum.

9. **Authorized Support Contacts.** In order to facilitate Honeywell’s delivery of the Services, Customer shall appoint a minimum of one and a maximum of three contact people who are each authorized to make use of the support services (“Authorized Contacts”). The Customer must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for Honeywell to handle reports efficiently. Customer is responsible to select those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer’s network, hardware, and software systems. The Authorized Contacts must also have completed Honeywell product training.

At least one Authorized Contact should be available to assist Honeywell as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by Customer’s personnel or contractors including obtaining additional information from field or dispatch personnel, data network or communications system troubleshooting, and physical inspection or actions on the System components.

10. **Customer Facilitation of Services.** Customer will be responsible for providing the following:

- a. The provision of remote access to the System, as more specifically described in Section 11 below;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively “Customer Equipment”), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;
- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
- e. The correct use of the System in accordance with Honeywell’s operating instructions; and
- f. The security and integrity of the System.

11. **Remote Access.** Honeywell requires remote network access to Customer’s system, including its Communications Gateways, Station Controllers, and other Honeywell-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable this the Customer will provide Honeywell support personnel VPN or similar remote network access to the System for Honeywell support personnel (“Customer Support”) to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. Honeywell will only access Customer’s System with the knowledge and consent of Customer.

- a. **Alternative to Network Access.** If Customer elects not to provide remote network access to the System, then Honeywell may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow Honeywell to perform the above services. The following services will not be performed without this access:
 - System software upgrades
 - System software customization
 - Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices

- Detailed log analysis
 - Bulk updates to System database tables
 - Troubleshooting that requires low-level system access or large file transfer
- b. Timely Access. Customer must ensure that remote access is available prior to notifying Honeywell of a support request. In the event that the remote access cannot be provided, Honeywell will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- c. Physical Security Tokens. Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If Customer requires the use of physical security tokens this may delay after hours service.

12. **Termination.** This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. Honeywell may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If Customer fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, Honeywell may terminate this Agreement immediately upon non-payment of any sum due from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to Honeywell shall be nonrefundable.

13. **Annual Fees.** On or before the first day of the Initial Term and each Additional Term (each a “Due Date”), Customer shall pay Honeywell an Annual Fee in advance for the Services and to be delivered hereunder (the “Annual Fee”). The Annual Fee for the Initial Term shall be the product of the total cumulative sales price of all Hardware, Software, and other tangible goods or equipment provided to Customer at any time under any circumstances (“Base Amount”), multiplied by **.10**. Customer acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and Services purchased in the future. Honeywell may calculate the Base Amount, determine the Annual Fee and invoice Customer therefore 45 days prior to the subject Due Date. Customer shall pay the Annual Fee on or before the Due Date or 30 days after receipt of the invoice, whichever is later. Invoices remaining unpaid shall bear interest at 18% per annum. Annual Fees are nonrefundable.

14. **Reinstatement.** If Customer elects not to renew this Agreement for any Additional Term or otherwise terminates this Agreement, Customer may reinstate this Agreement upon the following terms:

- a. Reinstatement of this Agreement must occur within five (5) years from the Initial Term or the last Additional Term elected by Customer, whichever occurs later. Honeywell reserves the right to reinstate older Systems or not reinstate newer Systems in its sole discretion.

- b. The multiplier for calculation of the Annual Fee shall increase by no more than 3 percentage points from the multiplier stated above. The multiplier for the new Annual Fee shall be at the sole discretion of Honeywell.
- c. Customer shall pay a Reinstatement Fee along with the Annual Fee prior to the Commencement Date. The Reinstatement Fee and Annual Fee shall be calculated using the new multiplier described above. The Reinstatement Fee shall be a sum equal to two times the new Annual Fee, provided, however, if the System has been out of service and support for one year or less, the Reinstatement Fee shall be the amount of the new Annual Fee. The Reinstatement Fee is non-refundable.
- d. If Customer reinstates this Agreement and then declines to renew this Agreement for an Additional Term or otherwise terminate this Agreement, the System shall be deemed by Honeywell to have been abandoned by Customer. Honeywell will not provide further Services for the System, and Customer will not be allowed to reinstated service and support of the System through another Service Agreement.

15. **Exclusions and Limitations.** Honeywell warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. Honeywell does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. Honeywell is not responsible for damage arising from Customer's failure to follow instructions relating to the System's use. This Agreement does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Agreement does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Agreement. This Agreement does not apply to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) damage caused by use with non-Honeywell products; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or a Honeywell authorized installer or service provider; (g) a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell; or (h) to any Product from which the serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS AGREEMENT AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **HONEYWELL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If Honeywell cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties

shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by Honeywell in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. HONEYWELL IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH HONEYWELL PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT AND SERVICE CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS SERVICE AGREEMENT. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF HARDWARE UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AGGREGATE PURCHASE PRICE OF THE HARDWARE PAID BY CUSTOMER TO HONEYWELL (i) GIVING RISE TO THE CLAIM OR (ii) PROCURED BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTION OR RE-PERFORMANCE OF THE DEFECTIVE SERVICES OR REFUND OF FEES PAID FOR THE SERVICES, AT HONEYWELL'S SOLE ELECTION, IF CUSTOMER NOTIFIES HONEYWELL IN WRITING OF DEFECTIVE SERVICES WITHIN NINETY (90) DAYS OF THE DEFECTIVE SERVICES. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. Honeywell disclaims any representation that it will be able to repair any hardware under this Service Agreement or make a product exchange without risk to or loss of the programs or data stored thereon.

16. **Force Majeure.** Except for Customer's duty to pay sums due hereunder, neither Honeywell nor Customer will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "**Force Majeure Event**" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a Party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The Party unable to fulfill its obligations due to Force Majeure will promptly:

- a. notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. use responsible efforts to mitigate and/or perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed or for any other period as the Parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, Honeywell may provide notice to Customer that it is cancelling this Service Agreement.

17. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity, or entities actually referred to require.

18. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

19. **Governing Law; Parties in Interest.** This Agreement will be governed by and construed according to the laws of the State of Texas without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the Parties.

20. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any Party executes this Agreement. The Parties acknowledge that they will be bound by signatures on this document which are made via electronic means (i.e., DocuSign) and which are transmitted by mail, hand delivery, facsimile and/or any other electronic method (email or otherwise) to the other Party. Such electronic signatures will have the same binding effect as any original signature, and electronic copies will be deemed valid.

21. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the Parties.

22. **Review.** The Parties acknowledge that they have had an adequate opportunity to review this Agreement, as well as the opportunity to consult legal counsel regarding this Agreement. Accordingly, the Parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

23. **Assignment.** The Parties shall not assign, in whole or in part, the Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.

Notwithstanding the foregoing, Honeywell may freely transfer its rights under this Agreement in the event of a sale or transfer of all or substantially all of its assets or stock. Honeywell shall provide Customer with prompt written notice of assignment. Each Party binds itself, its successors, assigns, executors, administrators, or other representatives to the other Party hereto and to successors, assigns, executors, administrators, or other representatives of such other Party in connection with all terms and conditions of this Agreement.

24. **Savings Clause.** In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.

25. **Customer Representative.** The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery, and performance by Customer under this Agreement will not violate the provisions of any law, rule, regulation, or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

City of Denton

Honeywell International Inc.

By: _____
 Name: _____
 Title: _____
 Date: _____

By _____
 Name: Susheel Tenguria
 Title: General Manager – USDD group
 Date: _____

Mobile Application End User License Agreement

This End User License Agreement ("License") is a binding legal agreement between You, as an individual or entity, and Honeywell International, Inc. on behalf of US Digital Designs by Honeywell ("Company"). This negotiated License supersedes any "click-through" agreements made on individual application downloads by City of Denton Employees.

PLEASE READ THIS LICENSE CAREFULLY BEFORE CLICKING THE "ACCEPT" BUTTON OR DOWNLOADING OR USING THE PHOENIX GZ FSA MOBILE APPLICATION ("APPLICATION") ACCOMPANYING THIS LICENSE. BY CLICKING THE "ACCEPT" BUTTON OR DOWNLOADING OR USING THE APPLICATION, YOU ARE ENTERING INTO AND AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE.

PLEASE NOTE: THE APPLICATION IS INTENDED TO BE USED TO SUPPLEMENT YOUR AGENCY'S DISPATCHING AND RESPONSE SYSTEM AND IS NOT DESIGNED TO BE USED AS THE PRIMARY ALERTING PATH BECAUSE A VARIETY OF FACTORS BEYOND COMPANY'S CONTROL (SUCH AS NETWORK AVAILABILITY OR LOCATION OF THE MOBILE DEVICE) CAN AFFECT THE FUNCTIONALITY OF THE APPLICATION. AS SUCH, USERS SHOULD NOT RELY SOLELY ON THIS APPLICATION FOR CRITICAL DISPATCH ALERTS, AND COMPANY DISCLAIMS ALL LIABILITY ASSOCIATED WITH THE USE OF THE APPLICATION.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE DO NOT CLICK THE "ACCEPT" BUTTON OR DOWNLOAD OR USE THE APP.

1. Description of Application. The Application is made available to You as a personnel of a fire dispatching agency or fire department (the "Agency") using the Phoenix G2 Fire Station Alerting System (the "System"). The License for the Application is only in effect if the Agency's System is under warranty, the Agency maintains the System through an annual Service Agreement contracted through Company, or the annual License fee has been paid to Company by Agency. The Application is downloadable software that enables You to receive dispatch alerts and announcements generated from Your Agency on your Android, iPhone, iPad or other mobile device ("Mobile Device"). The Application shall refer to and consist of the following: (i) the mobile software application accompanying this License, including without limitation, any software code, scripts, interfaces, graphics, displays, text, documentation and other components; (ii) any updates, modifications or enhancements to the mobile software application listed in subsection (i); and (iii) any specific website the Application directs you to via any browser located on Your Mobile Device.

2. License Grant and Restrictions on Use

2.1. License Grant. Company grants You a revocable, non-exclusive, non-transferable, limited right to install and use the Application on a single Mobile Device owned and controlled by You, and to access and use the Application on such Mobile Device strictly in accordance with the terms and conditions of this License and the usage rules and any service agreement associated with your Mobile Device.

2.2. Restriction on Use. You shall use the Application strictly in accordance with the terms of the License and shall not knowingly (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Application; (b) make any modification, adaption, improvement, enhancement, translation or derivative work from the Application; (c) violate any applicable law, rules or regulations in connection with Your access or use of the Application; (d) remove, alter or obscure any

Contract 8887

proprietary notice (including any notice of copyright or trademark) of Company or its affiliates or partners; (e) use the Application for any purpose other than described herein; (f) install, use or permit the Application to exist on more than one Mobile Device at a time or any other mobile device or computer; or (g) distribute the Application to multiple Mobile Devices, or make the Application available over a network or other environment permitting access or use by multiple Mobile Devices or users at the same time.

3. Title. The ownership and all rights, including all copyrights, patents, trademarks, trade secrets and other intellectual property rights shall remain the property of Company. You acknowledge and agree that the source and object code of the Application are the intellectual property and proprietary and confidential information of the Company. Further, You are not authorized to use the Company trademarks in any advertising, publicity or in any other commercial manner without the prior written consent of the Company, which may be withheld for any or no reason.

4. Third Party Software. The Application may utilize or include third party software to provide functionality outside the agreed upon scope that is subject to open source and third-party license terms ("Third Party Software") with consent from the City. You acknowledge and agree that Your right to use such Third Party Software as part of the Application is subject to and governed by the terms and conditions of the open source or third party license applicable to such Third Party Software. The Company will inform the City of possible Third Party software or make available to the City at their discretion. The company will provide the option for the City to opt out of using any Third Party software. In the event of a conflict between the terms of this License and terms of such open source or third party licenses, the terms of the open source or third party licenses shall control with regard to Your use of the relevant Third Party Software. In no event shall the Application or components thereof be deemed to be "opened source" or "publicly available" software.

5. Restriction on Transfer. You may not rent, lease, lend, sublicense or transfer the Application, this License or any of the rights granted hereunder. Any attempted transfer in contravention of this provision shall be null and void and of no force or effect.

6. Consent to Use of Data. You agree that Company may collect and use technical data and related information, including but not limited to technical information about Your Mobile Device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Application. Company may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You.

7. Privacy Policy. All capitalized terms used in this section should be interpreted to have the same meaning as those terms defined in the General Data Protection Regulation EU 2016/679 ("GDPR") or in any analogous definitions in any other similar applicable privacy laws ("**Applicable Privacy Laws**"). For more information on privacy issues please reach out to HoneywellPrivacy@Honeywell.com.

7.1. Processing. You acknowledge and agree that, in connection with its performance under this Agreement, Company will Process Personal Data of Authorized End Users, who are considered data subjects, on Your behalf as the Controller (except where You act as a Processor, in which case Company is a Subprocessor). The specific categories of User Personal Data to be processed are the name and business contact details of Your Authorized End Users, which are Processed for the purposes of

performing under this EULA, including, for example, permitting secure authentication and support to You.

7.2. Purpose & Instruction limitations. Company will only process Your Personal Data as permitted under the Agreement, in compliance with Applicable Privacy Laws, and in accordance with Your documented instructions, unless such instructions would violate other applicable law to which Company is subject. Company will not Sell any of Your Personal Data to any third party. You agree that this Agreement includes Your complete and final instructions to Company in relation to the Processing of Your Personal Data. Any additional or alternate instructions must be agreed in writing between the Parties, including the costs (if any) associated with complying with such instructions. Company will inform You if it is of the opinion that a Your instruction infringes Applicable Privacy Laws unless applicable law prohibits such notification.

7.3. Subprocessors. You authorize Company to use Subprocessors located in any jurisdiction to Process Your Personal Data, provided You contractually require Subprocessors to abide by terms no less restrictive than this Section 7 and Company remains liable for the performance of such Subprocessors. Company will make available to You a list of Subprocessors that it engages to support the provision of the Application upon written request. If You legitimately object to a Subprocessor on reasonable data protection grounds and the Parties do not resolve the matter within one (1) month following notification of the same to Company, Company may terminate this EULA without penalty on written notice.

7.4. Authorization for Data Transfers. You hereby authorize Company and its Subprocessors to transfer Your Personal Data to locations outside of its country of origin for the performance under this Agreement, provided that Company ensures such data transfers comply with Applicable Privacy Laws.

7.5. Data Export Restrictions. If Company transfers Your Personal Data from the European Economic Area ("EEA"), UK, Switzerland or from any other jurisdiction that restricts the cross-border transfer of Your Personal Data to locations outside that jurisdiction, You shall be bound by the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, including the provisions in Modules 2 and 3, as applicable, ("SCCs") in the capacity of "data exporter", and Company in the capacity of "data importer" as those terms are defined therein. The SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into this Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the SCCs is set forth in this Agreement. If there is a conflict between the provisions of this EULA and the SCCs, the SCCs will prevail.

7.6. Security & Prohibited Data. Company will use appropriate technical and organizational measures to protect Your Personal Data as required by Applicable Privacy Laws and will follow industry-standard security practices. Company will further ensure that only authorized personnel who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality may access Your Personal Data for the purposes of performing under this Agreement. You are responsible for configuring the Application in a manner which enables You to comply with Applicable Privacy Laws, including the implementation of appropriate technical and organizational measures. You acknowledge and agree that You will not provide Company with any Sensitive Personal Data or Your Personal Data which is regulated by COPPA, FERPA and HIPAA, unless authorized to do so in writing by Company.

7.7. Security Incidents. Company will notify You without undue delay and within a time period not to exceed 24 hours after becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized access, disclosure or use of Your Personal Data while processed by Company (each a "Security Incident") in relation to the Application under this Agreement. If acknowledgement from the City is not received within 48 hours of being notified, the Company will take reasonable efforts to ensure notification is received by You. Company will investigate the Security Incident and provide You with relevant information about the Security Incident as required under Applicable Privacy Laws. You will use reasonable efforts to assist the Company in mitigating, where possible, the adverse effects of any Security Incident.

7.8. Cooperation. Company will cooperate with You to respond to any requests, complaints or inquiries from data subjects, supervisory authorities, or other third parties, conduct a privacy impact assessment and prior consultation with supervisory authorities, provided that You reimburse Company for all reasonably incurred costs. If Company receives a data subject request relating to Your Personal Data, including Your Authorized Personal Data, Company will refer such data subject request to You. Honeywell will not respond to the data subject request unless required by applicable law.

8. Termination. The license is effective until terminated by You, Your Agency, or Company. This license will terminate in the event Your Agency fails to maintain its System through an Annual Service Agreement or fails to renew its annual License fees. Your rights under the License will terminate automatically without notice from Company if You fail to comply with any term(s) of the License. Upon termination of the License, You shall cease all use of the Application, and destroy all copies, full or partial, of the Application. The following sections of this License and any other provisions of this License which by their express language or by their context are intended to survive the termination of this License, and shall survive such termination: 1, 2.2, 3, 5, 6, 7, 8, 9, 10, 11, 13 and 14.

9. Disclaimer of Warranties.

9.1 YOU SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, IMPLEMENTATION AND PERFORMANCE OF ANY AND ALL THIRD PARTY EQUIPMENT, SOFTWARE, TELECOMMUNICATION EQUIPMENT, NETWORK DATA SERVICES AND OTHER SERVICES WHICH YOU SHALL USE TO ACCESS AND RUN THE APPLICATION. COMPANY SHALL NOT BE RESPONSIBLE FOR PROVIDING SUCH SERVICES OR SUPPORTING EITHER ACCESS TO NETWORKS OR THE MOBILE DEVICE USED FOR THE APPLICATION.

9.2 YOU ACKNOWLEDGE AND AGREE THAT THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE UPON THE APPLICATION IS AT YOUR SOLE RISK AND DISCRETION. YOU ACKNOWLEDGE THAT PERFORMANCE OF THE APPLICATION IS SUBJECT TO NETWORK AVAILABILITY AND COVERAGE, POWER OUTAGES, MOBILE DEVICE FAILURE AND THE DISPATCHING CAPABILITIES OF YOUR DISPATCHING AGENCY'S CAD, WHICH IS NOT CONTROLLED BY COMPANY. LIKEWISE, COMPANY DOES NOT CONTROL THE TIMING, SPEED OR RELIABILITY OF THE DELIVERY OF THE DISPATCH INFORMATION. THE APPLICATION IS INTENDED TO BE USED TO SUPPLEMENT YOUR AGENCY'S DISPATCHING AND RESPONSE SYSTEM AND IS NOT DESIGNED TO BE USED AS THE PRIMARY ALERTING PATH.

9.3 COMPANY AND ITS AFFILIATES, PARTNERS, SUPPLIERS, AND LICENSORS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE APPLICATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-

INFRINGEMENT. FURTHERMORE, COMPANY AND ITS AFFILIATES, PARTNERS, SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE APPLICATION WILL MEET YOUR REQUIREMENTS; (II) THE APPLICATION WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE OR ERROR-FREE; (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE APPLICATION WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (IV) ANY ERRORS IN THE APPLICATION WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR FROM THE APPLICATION SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTEE. FURTHERMORE YOU ACKNOWLEDGE THAT COMPANY HAS NO OBLIGATION TO CORRECT ANY ERRORS OR OTHERWISE SUPPORT OR MAINTAIN THE APPLICATION.

9.4 NOTWITHSTANDING THE FOREGOING, COMPANY WARRANTS THAT THE APPLICATION WILL FUNCTION IN ACCORDANCE WITH THE SPECIFICATIONS AND AS DESCRIBED IN THE DOCUMENTATION PROVIDED FOR THE APPLICATION; AND THAT THE APPLICATION AND THE DOCUMENTATION FURNISHED BY COMPANY ARE COMPATIBLE; AND THAT THE APPLICATION SHALL BE FREE OF DEFECTS IN DESIGN, WORKMANSHIP, AND MATERIALS WHICH PREVENT THEM FROM BEING USED FOR THEIR INTENDED PURPOSE.

10. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL COMPANY OR ITS AFFILIATES, PARTNERS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE APPLICATION, WHETHER OR NOT THE DAMAGES WERE FORSEEABLE AND WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Intentionally Omitted.

12. Compatibility. Company does not warrant that the Application will be compatible or interoperable with Your Mobile Device or any other piece of hardware, software, equipment or device installed on or used in connection with your Mobile Device. Furthermore, You acknowledge that compatibility and interoperability problems can cause the performance of your Mobile Device to diminish or fail completely, and may result in permanent damage to Your Mobile Device, loss of data located on your Mobile Device and corruption of the software and files located on your Mobile Device. You acknowledge and agree that Company and its affiliates, partners, suppliers and licensors shall have no liability to You for any losses suffered resulting from or arising in connection with the compatibility or interoperability problems.

13. Export Control. You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained. You represent and warrant that You are not located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, or listed on any US Government list or prohibited or restricted parties including the Treasury Department's list of Specially Designated Nations or the US Department of Commerce Denied Person's List or Entity List. You also agree that You will not use the Application for any purposes prohibited by US Law.

14. Modification and Amendment. Company may modify or amend the terms of this License by providing written notice of such modifications or amendment to the City of Denton. Provided that such City consents to such modification or amendments, You will be deemed to have agreed to any such

modification or amendment by Your decision to continue using the Application following the date in which such City consents in writing to the modified or amended License.

Exhibit C
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the Contract is awarded, in accordance with Government Code 2252.908.

The Contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line.
(EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit D

INSURANCE REQUIREMENTS

Contractor's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:

- Name as Additional Insured the City of Denton, its Officials, Agents,

Employees and volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. CYBER/TECHNOLOGY NETWORK LIABILITY AND RISK INSURANCE

Cyber/Technology Network Liability and Risk Insurance, inclusive of Information Security and Privacy (first and third party coverage) to provide coverage for any damage caused by a network risk, cyber act or breaches of data and privacy right, the rendering of, or the failure to properly perform professional services for, but not limited to, computer programming, management information systems, negligent system design, disclosure of confidential

information, and copyright infringement with minimum limits with minimum limits of \$1,000,000.00 per claim.

NOTE: Professional Liability Insurance and Cyber/Technology Network Liability and Network Risk Insurance may be combined on one policy with a \$2,000,000.00 limit.

B. E&O

Errors & Omissions Insurance to provide coverage against claims for any loss on accounts assigned to the CONTRACTOR due to negligent act, error or omission on the part of the CONTRACTOR or its employees with minimum limits of \$1,000,000 per claim, \$2,000,000 annual aggregate. Such insurance shall include coverage for Cyber Liability and Network Risk.

The policy shall include:

- a) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- b) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

Exhibit E



1150 W. Grove Parkway, Suite 110
Tempe, Arizona 85283
Phone # 877-551-USDD
E-mail: USDDsales@honeywell.com

Budgetary Quote

Date	Quote #
16-Sep-2025	25-DTX-001

Name / Address
City of Denton Attn: Lindsey Garrison 215 East McKinney Street Denton, TX 76209 lindsey.garrison@cityofdenton.com

ALL AMOUNTS QUOTED ARE IN US DOLLARS		Terms	Rep	Project
		Net 30		
Item	Description	Qty	Cost	Total
SrvAgrmt_Annl	Annual Service Fee - 21 Dec 2025 to 20 Dec 2026 - Original Contract (Fire Station 2 and Dispatch - original CAD interface retired) Base Amount: \$63,901.20	1	\$ 6,390.12	\$ 6,390.12
SrvAgrmt_Annl	Annual Service Fee - 21 Dec 2025 to 20 Dec 2026 - Stations 1, 4, 5, 6, 8 Base Amount: \$220,168.80	1	\$ 22,016.88	\$22,016.88
SrvAgrmt_Annl	Annual Service Fee - 21 Dec 2025 to 20 Dec 2026 - Station 7, Room Remote, new CAD Interface Base Amount: \$75,077.70	1	\$7,507.77	\$7,507.77
SrvAgrmt_Annl	Annual Service Fee - 21 Dec 2025 to 20 Dec 2026 - Station 3 and upgrades to Station 8 Base Amount: \$123,848.10	1	\$12,384.81	\$12,384.81
AppLicenses_Annl	Mobile App - Total Additional Licenses - x36	36	\$ 13.50	\$ 486.00
SrvAgrmt_Annl	Annual Service Fee - 21 Dec 2025 to 20 Dec 2026 - (2022 Purchases LED Speaker & Room Remote) Base Amount: \$2,407.50	1	\$ 240.75	\$240.75
SrvAgrmt_Annl	Annual Service Fee - 20 August 2025 to 20 Dec 2026 - Station 9 Pro-rated Base Amount: \$60,982.00	1	\$ 8,153.21	\$8,153.21
SrvAgrmt_Annl	Annual Service Fee - 18 Oct 2025 to 20 Dec 2026 - (2024 Purchases) Pro-rated Base Amount: \$8,609.15	1	\$ 1,011.87	\$1,011.87
SrvAgrmt_Annl	Annual Service Fee - 8 July 2026 to 20 Dec 2026 - (2025 Purchases Room Remote 2, Room Remote 2 Back Box) Pro-rated Base Amount: \$24,518.23	1	\$ 1,115.08	\$1,115.08
	<i>Budgetary quote is based on purchases already made. If additional purchases are made, the Quote will increase proportionally to the purchases.</i>			
Thank you for your business				
			Total	\$ 59,306.49



US DIGITAL DESIGNS
by Honeywell

Budgetary Quote

1150 W. Grove Parkway, Suite 110
Tempe, Arizona 85283-4482
Phone # 877-551-USDD
E-mail: usddsales@honeywell.com

Date	Quote #
16-Sep-2025	26-DTX-002

Name / Address
City of Denton Attn: Lindsey Garrison 215 East McKinney Street Denton, TX 76209 lindsey.garrison@cityofdenton.com

ALL AMOUNTS QUOTED ARE IN US DOLLARS		Terms	Rep	Project
		Net 30		
Item	Description	Qty	Cost	Total
SrvAgrmt_Srv	G2 FSAS Annual Service Agreement - [21 December 2026 to 20 December 2027] Fire Station 2 and Dispatch - original CAD interface retired Base Amount: \$63,901.20	1	\$ 6,390.12	\$6,390.12
SrvAgrmt_Srv	G2 FSAS Annual Service Agreement - [21 December 2026 to 20 December 2027] Stations 1, 4, 5, 6, 8 Base Amount: \$220,168.80	1	\$ 22,016.88	\$22,016.88
SrvAgrmt_Srv	G2 FSAS Annual Service Agreement - [21 December 2026 to 20 December 2027] Station 7, Room Remote, new CAD Interface Base Amount: \$75,077.70	1	\$ 7,507.77	\$7,507.77
SrvAgrmt_Srv	G2 FSAS Annual Service Agreement - [21 December 2026 to 20 December 2027] 2020 Purchases Station 3, 8 Base Amount: \$123,848.10	1	\$ 12,384.81	\$12,384.81
AppLicenses_Annual	Mobile App - Total Additional Licenses - x36 (\$13.50 each)	1	\$ 486.00	\$486.00
SrvAgrmt_Srv	G2 FSAS Annual Service Agreement - [21 December 2026 to 20 December 2027] 2022 Purchases - LED Speaker & Room Remote Base Amount: \$2,407.50	1	\$ 240.75	\$240.75
SrvAgrmt_Srv	G2 FSAS Annual Service Agreement - [21 December 2026 to 20 December 2027] Station 9 Base Amount: \$60,982.00	1	\$ 6,098.20	\$6,098.20
SrvAgrmt_Srv	G2 FSAS Annual Service Agreement - [21 December 2026 to 20 December 2027] 2024 Purchases Base Amount: \$8,609.15	1	\$ 860.92	\$860.92
SrvAgrmt_Srv	G2 FSAS Annual Service Agreement - [21 December 2026 to 20 December 2027] 2025 Purchases - Room Remote 2, Room Remote 2 Back Box Base Amount: \$24,518.23 <i>Budgetary quote is based on purchases already made. If additional purchases are made, the Quote will increase proportionally to the purchases.</i>	1	\$ 2,451.82	\$2,451.82
Thank you for your business			Total	\$ 58,437.27

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.

Honeywell International Inc.

2 ☒ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

N/A

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

Signed by:



9/26/2025

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/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 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: 3639715C-EFA6-428C-88C7-0E77935923AD

Status: Sent

Subject: Please DocuSign: City Council Contract 8887 - Fire Station Alerting Maintenance and Licensing

Source Envelope:

Document Pages: 31

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Kayla Clark

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

kayla.clark@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Kayla Clark

Location: DocuSign

9/25/2025 6:11:09 AM

kayla.clark@cityofdenton.com

Signer Events

Signature

Timestamp

Kayla Clark

Completed

Sent: 9/25/2025 6:30:03 AM

kayla.clark@cityofdenton.com

Viewed: 9/25/2025 6:30:13 AM

Buyer

Signed: 9/25/2025 6:30:27 AM

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

Christa Christian

Sent: 9/25/2025 6:30:29 AM

Christa.Christian@cityofdenton.com

Resent: 9/25/2025 6:31:32 AM

Purchasing Supervisor

Viewed: 9/25/2025 9:47:34 AM

City of Denton

Signed: 9/25/2025 9:47:57 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn

DocuSigned by:

4B070831B4AA438...

Sent: 9/25/2025 9:48:01 AM

marcella.lunn@cityofdenton.com

Viewed: 9/25/2025 1:43:40 PM

Senior Deputy City Attorney

Signed: 9/25/2025 1:46:52 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Susheel tenguria

Signed by:

086B02EA5EF9449...

Sent: 9/25/2025 1:46:55 PM

Susheel.tenguria@honeywell.com

Viewed: 9/26/2025 2:17:09 PM

Vice President

Signed: 9/26/2025 2:30:11 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Drawn on Device

Using IP Address:

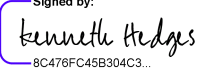
2600:1014:b052:a0db:6587:2f54:492:6c0f

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 9/26/2025 2:17:09 PM

ID: 28666ee6-09bf-4962-af8e-992ef16a56ab

Signer Events	Signature	Timestamp
Kenneth Hedges Kenneth.Hedges@cityofdenton.com Fire Chief Security Level: Email, Account Authentication (None)	Signed by:  8C476FC45B304C3... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/26/2025 2:30:15 PM Resent: 9/30/2025 10:57:27 AM Viewed: 9/30/2025 11:28:11 AM Signed: 9/30/2025 11:28:25 AM

Electronic Record and Signature Disclosure:
Accepted: 9/30/2025 11:28:11 AM
ID: 0df6f474-3843-4ac9-a1d5-097b8330559e

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor

Sent: 9/30/2025 11:28:30 AM

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 (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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

COPIED

Sent: 9/25/2025 6:30:30 AM

City of Denton
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gretna Jones
gretna.jones@cityofdenton.com
Legal Secretary

Sent: 9/30/2025 11:28:30 AM
Viewed: 10/1/2025 9:57:19 AM

City of Denton
Security Level: Email, Account Authentication (None)

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		
Lindsey Garrison Lindsey.Garrison@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 8/5/2025 2:47:34 PM ID: de0e172d-0b3e-4466-98e2-cbb9a81fe6ec		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/25/2025 6:30:03 AM
Envelope Updated	Security Checked	9/25/2025 6:31:31 AM
Envelope Updated	Security Checked	9/25/2025 6:31:31 AM
Envelope Updated	Security Checked	9/30/2025 1:15:03 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.

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•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.