



**CITY OF NORTH RICHLAND HILLS
COOPERATIVE PURCHASE CUSTOMER AGREEMENT**

This **Cooperative Purchase Customer Agreement** (“**Customer Agreement**”) is entered into by and between Red River Technology, LLC, an authorized reseller (“**Reseller**”) of products and services of Vendor, as defined herein, (“**Vendor**”) and the **City of North Richland Hills**, (“**Customer**” or “**Authorized Customer**”), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the designated Agreement(s) between the Texas Department of Information Resources (“**DIR**”) and Vendor, set forth and listed below, with corresponding expiration dates as set forth herein (“**Agreement(s)**”). Each Agreement individually referred to herein as an Agreement, and collectively referred to herein as the Agreements.

Vendor:	Agreement:	Expiration Date:
CISCO Systems, Inc.	DIR-TSO-4167	7/3/2023
Pure Storage, Inc.	DIR-TSO-4331	12/13/2023
Carahsoft Technology Corp. *	DIR-TSO-4288	2/21/2025
Red River Technology, LLC	DIR-CPO-4427	6/10/2024

This Customer Agreement shall be governed by the terms and conditions of the respective Agreements, which are incorporated herein by reference and available online at <https://dir.texas.gov/contracts/dir-tso-4167>; <https://dir.texas.gov/contracts/dir-tso-4331>; <https://dir.texas.gov/contracts/dir-tso-4288> (*Red River Consulting Services LLC, is a subsidiary of Red River Technology, LLC); <https://dir.texas.gov/contracts/dir-cpo-4427> or upon request from Vendor. Authorized Customer is eligible and desires to purchase annual maintenance for hardware and software, and products and services related to data storage, data communications and networking pursuant to the terms and conditions of the Agreements as the DIR may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to Authorized Customer.

The Authorized Customer agrees to the terms and conditions of the Agreements as applicable. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder. Reseller agrees that Customer shall be entitled to the same rights and protections under the law afforded to DIR and the Vendor under the Agreements, as applicable, as if Customer had entered into the Agreements. Except in the event of gross negligence or intentional misconduct, Customer’s liability shall not exceed the amount paid under this Customer Agreement. Further, Reseller agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer’s designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement, and any information in the Agreements to which Reseller is entitled to have access, as necessary to determine compliance therewith, at no additional cost to the Customer. Reseller agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Reseller with reasonable advance notice of any intended audits. Payments under this Agreement shall not exceed \$638,498 (“**Purchase Price**”) annually for four 4 year(s) through 2/21/2025. Notwithstanding any other provision in the Agreements, if the Purchase Price for goods or services under this Customer Agreement is \$3,000 or less, the Customer’s liability shall be limited to the Purchase Price.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by Customer. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Authorized Customer has caused this Customer Agreement to be executed by its duly authorized representative to be effective as of this ____ day of _____ 20__.

CITY OF NORTH RICHLAND HILLS:

RESELLER – RED RIVER TECHNOLOGY, LLC:

If \$3,000 or less

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

APPROVED:

By: _____
Scott Kendall, Purchasing Manager

Department Director:

By: _____
Printed Name: _____
Director of: _____

APPROVED:

By: _____
Mark Hindman, City Manager

ATTEST:

By: _____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED TO FORM AND LEGALITY:

By: _____
Maleshia B. McGinnis, City Attorney

NRH Council Action Y N

Date Approved _____

Agenda No. _____

Ord/Res No. _____