



(APPENDIX H TO THE PURCHASING POLICY AND PROCEDURES MANUAL)  
CITY OF NORTH RICHLAND HILLS  
COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement** ("Customer Agreement") is entered into by and between **Federal Signal Corporation** ("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 Agreement between the **The Interlocal Purchasing System** ("Cooperative Entity") and Vendor, Contract No. **220105**, as amended, (the "Agreement") with an expiration date of **May 31, 2027**. This Customer Agreement includes and shall be governed by (i) the terms and conditions of the Agreement, which are incorporated herein by reference and available online at <https://www.tips-usa.com/vendorProfile.cfm?RecordID=5C9ABCFDFB26B57F07E339BC653E2CEB> or upon request from Vendor, (iii) the attached Vendor Quote/Purchase Order No. **113**, if applicable, and (iii) the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills Contracts, if applicable, all of which are attached hereto and/or incorporated herein by reference. Authorized Customer is eligible and desires to purchase outdoor warning sirens pursuant to the terms and conditions of the Agreement as the Cooperative Entity 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, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor 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 necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

**Purchase Price** - Payments under this Customer Agreement shall not exceed \$ **203,188.80** ("Purchase Price").

**Term** - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

☐ **Single Purchase Contract** - The Term shall not exceed one (1) year, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Supply / As Needed Contract** - The Term shall be effective as of October 1<sup>st</sup> and shall expire on September 30<sup>th</sup> at the end of FY 23-24. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Multi-Year Contract** - The Term shall be for **Number of years** year(s) expiring on **Expiration Date**. This Customer Agreement may be renewed for **Number of Renewals**. Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

☐ **Emergency Purchase** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

**(Government Rider** - Select if Vendor has additional terms and conditions that apply to this purchase)

- ☒ **Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas** - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall separately execute the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas ("Government Rider"). Such applicable terms and conditions as set forth in the Government Rider shall supersede any conflicting terms of the Vendor's terms and conditions, and such Government Rider shall control. The Government Rider is attached hereto, incorporated herein by reference and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. 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.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this       day of       20   23 .

[Signature Page Follows]

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

APPROVED: I certify that funds are currently available for this purchase.

☐ (Check the box if \$3,000 or less)  
Digitally signed by Scott

By: Scott Kendall  
Kendall  
Date: 2023.11.07 14:22:00  
Scott Kendall, Purchasing Manager

Department Director:

By: [Signature]  
Printed Name:  
Department:

APPROVED:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Hindman, City Manager

Or Designee:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

ATTEST:

By: \_\_\_\_\_  
Alicia Richardson, City Secretary/Chief  
Governance Officer

By: \_\_\_\_\_  
Traci Henderson, Assistant City Secretary

NRH City Council Action: Y ☐ N

Date Approved:

Agenda Item No:

Ord/Res No.

APPROVED TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Maleshia B. McGinnis, City Attorney

By: \_\_\_\_\_  
Thomas McMillian, Assistant City Attorney

Federal Signal Corporation

By: [Signature]  
Name: Brent Gambrel  
Title: VP/GM Systems Federal Signal Corporation  
Date: November 7, 2023

**Trade References:** (list at least three) attach additional sheet as needed

1. Co. Name: _____	Contact: _____
Address (Street, City, State, Zip/Postal Code): _____	
Email: _____	Phone: _____ Fax: _____
2. Co. Name: _____	Contact: _____
Address (Street, City, State, Zip/Postal Code): _____	
Email: _____	Phone: _____ Fax: _____
3. Co. Name: _____	Contact: _____
Address (Street, City, State, Zip/Postal Code): _____	
Email: _____	Phone: _____ Fax: _____

**Terms and Conditions**

**Legal Company Name:** City of North Richland Hills

I/we certify that the above information is correct and complete and further understand that FEDERAL SIGNAL CORPORATION (FSC) may rely on this information for the extension of credit. Applicant authorizes FSC at any time and from time to time to obtain Credit Reports on Applicant or any individuals listed above or to obtain credit information from other persons or entities listed above. Applicant further agrees to supply such additional information as may be required by FSC to warrant the future extensions of credit or to enable FSC to perfect liens.

**Applicant further agrees to pay service charges of 1 1/2% interest per month at FSC's sole discretion on any invoice amount past due until paid, both before and after judgment, and further agrees to pay all costs incurred in collection of past due amounts, including reasonable attorney's fees in the event this account is placed for collection, whether suit is filed thereon or not.** Applicant expressly agrees that the forum for any litigation pursuant to this agreement or any other contract between FSC and Applicant, whether suit is brought by FSC or Applicant, shall be the County of Will, Illinois. This agreement shall be governed by and construed in accordance with the laws of Illinois. **The parties hereto knowingly and intentionally waive the right to a jury trial on any issues that may arise between them.**

Applicant further agrees to pay all amounts due including interest and cost of collection, for all materials supplied on this account, regardless of any change in the legal structure of Applicant or the existence of entities or individuals legally distinct from Applicant using or benefitting from the labor and/or materials supplied. In the event of such a change in legal structure or the existence of related entities or individuals, it is agreed that both the Applicant and the related legal entities or individuals shall be obligated for all amounts due under this Agreement. Applicant agrees to promptly notify FSC of any changes in name, ownership, address, financial condition, or any other material aspect of applicant's business.

Applicant further agrees that FSC has the right to determine, in its sole discretion, how to apply payments and which invoices to pay with all payments received on this account, despite any advice to the contrary from Applicant.

FSC may stop the manufacture or supply of any materials when it, in its sole discretion, determines that Applicant is in breach of this Agreement or any other contract with FSC, or FSC has insecurity with respect to Applicant's creditworthiness, until payment is made and any dispute or insecurity has been resolved. Applicant further agrees that FSC shall not, in any event, be responsible for any damage due to delay in supply of any labor or materials. Applicant agrees to pay a reasonable storage fee if materials are stored by FSC more than 10 days.

**Important:** This section must be filled out and signed by (at least) one authorized applicant.

Applicant's Name (please print): _____	Title: _____
<b>Applicant's Signature:</b> _____	Date: _____
Applicant's Name (please print): _____	Title: _____
<b>Applicant's Signature:</b> _____	Date: _____

*The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580*

**Please complete both pages, then return to sales person or representative.**