



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

This **Cooperative Purchase Customer Agreement** ("Customer Agreement") is entered into by and between Dell Marketing, L.P. ("Vendor") and the City of North Richland Hills, ("Customer" or "Authorized Customer"), a Texas government entity, and a Customer as defined in Section 9.A.A. of the Agreement between the [Department of Information Resources] and Vendor, [Contract No. DIR-TSO-3763], as amended, (the "Agreement") with an effective date of 01/10/2018.

This Customer Agreement shall be governed by the terms and conditions of the [Agreement], which is incorporated herein by reference and is available online at <https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-3763> or upon request from Vendor, and the attached Quote/Purchase Order No. N/A. The Agreement expires on 01/10/2024. Authorized Customer is eligible and desires to purchase **Dell branded computers, laptops, tablets, servers, printers, peripherals and other technology products and services** pursuant to the terms and conditions of the [Agreement] as the [Department of Information Resources] may specify from time to time, as well as the terms and conditions of this Customer Agreement. [Department of Information Resources] will only be responsible for services provided to [Department of Information Resources] and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer agrees to the terms and conditions of the [Agreement] 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. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the [Department of Information Resources] under the [Agreement], as applicable, as if Customer had entered into the [Agreement]. Further, 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 involving transactions relating to this Customer Agreement necessary to determine compliance therewith, 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. Payments under this Agreement shall not exceed \$ 217,382.80 annually for one year(s) through 01/10/2024

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.

Authorized Customer has caused this Customer Agreement to be executed by its duly authorized representative to be effective as of this 16th day of December 2020 .

CITY OF NORTH RICHLAND HILLS:

By: Paullette Hartman
Paullette Hartman, Deputy City Manager
Date: 12/16/20

VENDOR NAME:

By: Alyssa Sayles
Name: Alyssa Sayles
Title: Contract Administrator
Date: 12/7/2020

ATTEST:

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

APPROVED TO FORM AND LEGALITY:

By: Mareshia B. McGinnis
Mareshia B. McGinnis, City Attorney

NRH Council Action Y N

Date Approved 12-14-2020

Agenda No. B.4

Ord / Res No. —