



**GOVERNMENT CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS**

APPLICATION. This **GOVERNMENT CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS** ("Government Rider") applies to, is considered a part of, is incorporated into, and takes precedence over any conflicting provision in, or attached to, the Contract Documents, as defined herein, between the City of North Richland Hills, Texas (the "City") and the contractor, consultant, vendor, or other party identified below (collectively, "Contractor"). The Contract Documents shall include any applicable Response to Solicitation or Bid, Contract, Purchase Order, Agreement for Purchase or Sale, Standard Terms and Conditions, Quote, Invoice, or other applicable agreement of the Contractor and the documents specifically described as follows:

Contract Documents: HGAC-AM10-23 and quote # C30MCC-36101-24 JJB REV5
Legal Name of Contractor: LDV Custom Specialty Vehicles
Term of Contract Documents: HGAC expires 9/30/27
Description of Goods or Services ("Goods or Services"): mobile command vehicle
Contract Price: \$ 699,985.0

Notwithstanding any language to the contrary in the Contract Documents between Contractor and the City, individually referred to as a "party" and collectively referred to as the "parties," the parties stipulate by evidence of execution of this Government Rider below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Government Rider shall be applicable to and shall modify and supersede the terms of the Contract Documents. The terms and conditions herein are BINDING and SUPERSEDE any conflicting terms and conditions, whether oral or written, in the Contract Documents, including but not limited to terms in any separate agreement or found on Contractor's website or other electronic platform.

SECTION 1. TIME FOR PAYMENT AND INTEREST. The City's payments under the Contract Documents, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251 of the Texas Government Code. Payment shall be due within thirty (30) days of (i) the date of the City's receipt of the goods under the Contract Documents; (ii) the date the performance of the services under the Contract Documents are completed; or (iii) the date the City receives an invoice for the goods or services, whichever is later. Interest on any overdue payment shall not exceed 1% plus the prime rate as published by the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The City reserves the right to modify any amount due to Contractor presented by invoice to the City if necessary to conform to the terms of the Contract Documents, the Texas Government Code, or this Government Rider. To the extent the Contract Documents require the City to agree to a higher rate of interest than allowed by law or to incur penalties or late fees prior to thirty (30) days before receipt of invoice or services, any such requirements shall be null and void, are hereby deleted from the Contract Documents, and shall have no force or effect.

SECTION 2. INDEMNIFICATION; LIABILITY; NO FUTURE DEBT.

2.1 Multiyear Contracts. If the NRH City Council does not appropriate funds sufficient to make any payment for a fiscal year after the City's fiscal year in which the Contract Documents become effective, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract Documents shall automatically terminate at the end of the fiscal year for which funds were appropriated, in accordance with Section 5, Article XI of the Texas Constitution. The City shall have the right to terminate the Contract Documents at the end of any City fiscal year, without any penalty to the City, if the NRH City Council does not appropriate sufficient funds to continue the Contract Documents to the next fiscal year. The City shall provide Contractor with as much advance written notice of such termination as is reasonably possible, but not less than thirty (30) days.

2.2 No Future Debt. In compliance with Section 5, Article XI of the Texas Constitution, all payment obligations of the City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable during the Term of the Contract Documents, or in any renewal year of the Contract Documents, the City shall have the right to terminate the Contract Documents, except for those portions of funds which have been appropriated prior to termination. To the extent the Contract Documents require the City to agree to the creation of future debt for which funds are not appropriated, any such requirement shall be null and void, is hereby deleted from the Contract Documents, and shall have no force or effect.

2.3 INDEMNIFICATION AND LIABILITY. CONTRACTOR SHALL BE LIABLE FOR, AND SHALL INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES (collectively "CITY INDEMNITEES") HARMLESS FROM ANY INJURY, LOSS, OR DAMAGE DUE TO, OR ARISING OUT OF, THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF CONTRACTOR. TO THE EXTENT THE CONTRACT DOCUMENTS REQUIRE THE CITY TO INDEMNIFY, DEFEND, AND/OR HOLD CONTRACTOR OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, VOLUNTEERS, OR REPRESENTATIVES (collectively the "CONTRACTOR INDEMNITEES") HARMLESS, THE CITY SHALL NOT BE REQUIRED TO DEFEND ANY CONTRACTOR INDEMNITEES UNDER THE CONTRACT DOCUMENTS AND THE CITY SHALL ONLY INDEMNIFY OR HOLD ANY CONTRACTOR INDEMNITEES HARMLESS TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ONLY TO THE EXTENT SUCH INJURY, LOSS, OR DAMAGE IS DUE TO THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF THE CITY. THE CITY SHALL NOT BE UNDER ANY OBLIGATION TO CREATE ANY SINKING FUND TO SATISFY ANY OBLIGATION TO INDEMNIFY UNDER THE CONTRACT DOCUMENTS. NOTWITHSTANDING ANY OF THE FOREGOING, IN NO EVENT SHALL THE CITY'S LIABILITY EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CITY UNDER THE CONTRACT DOCUMENTS FOR THE PREVIOUS TWELVE-MONTH PERIOD. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE CONTRACT DOCUMENTS. THIS PROVISION SHALL SUPERSEDE AND REPLACE ANY OTHER INDEMNIFICATION PROVISION OF CONTRACTOR IN THE CONTRACT DOCUMENTS.

SECTION 3. TERMINATION. Notwithstanding Section 2 above, and unless otherwise specifically agreed to by the parties, either party may terminate the Contract Documents by providing thirty (30) days prior written notice of such termination to the other party. Termination pursuant to this Section shall not relieve Contractor of any obligation or liability that has accrued prior to cancellation. The City shall pay Contractor for any services performed up to the

effective date of such termination. **The Contract Documents are subject to termination, without penalty, at any time the City deems Contractor to be non-compliant with contractual obligations.** Unless otherwise specifically agreed to by the parties in writing, to the extent the Contract Documents require the City to (i) agree to a shorter termination period than thirty (30) days; (ii) agree to automatic renewals not included as a part of the "Term of Contract Documents" listed above in this Government Rider; or (iii) incur a termination penalty, any such requirement shall be null and void, is hereby deleted from the Contract Documents, and shall have no force or effect.

SECTION 4. INSURANCE. The City is a Governmental entity under the laws of the state of Texas, and pursuant to Chapter 2259 of the Texas Government Code, "Self-Insurance by Government Units," the City is self-insured and therefore is not required to purchase insurance. The City shall not be required to purchase an insurance policy under the Contract Documents. Any such requirement in the Contract Documents shall be null and void, is hereby deleted from the Contract Documents, and shall have no force or effect. The City will provide a letter of self-insured status as requested by Contractor.

SECTION 5. CONFIDENTIALITY. The City is a Governmental entity under the laws of the state of Texas, and all documents or information held or maintained by the City are subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "Act"). To the extent any provision in the Contract Documents attempts to prevent the disclosure of information that is subject to public disclosure under federal law, Texas law, or the Act, including any provision that prohibits disclosure of the terms and conditions of the Contract Documents, such provision shall be null and void, is hereby deleted from the Contract Documents, and shall have no force or effect.

SECTION 6. TAX EXEMPTION. The City shall not be liable to Contractor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes, pursuant to Section 151.309 of Title 3, Texas Tax Code, and federal excise tax, pursuant to Subtitle D of the Internal Revenue Code. Accordingly, those taxes shall not be added to any goods or services under the Contract Documents. The City shall furnish a copy of the applicable tax exemption certificate upon request from Contractor. If the City is billed for any taxes not in compliance with this Section 6, the City shall be authorized to remit payment less the taxes imposed.

SECTION 7. GOVERNING LAW AND VENUE. The Contract Documents, this Government Rider, and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the United States and the state of Texas, exclusive of conflict of law provisions. Venue for any suit brought under the Contract Documents or this Government Rider shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent the Contract Documents include a provision that requires the Contract Documents to be governed by any state law other than Texas or venue in any jurisdiction other than Tarrant County, any such requirement in the Contract Documents shall be null and void, is hereby deleted from the Contract Documents, and shall have no force or effect.

SECTION 8. ATTORNEYS' FEES; PENALTIES; LIQUIDATED DAMAGES: The City shall only be liable for attorneys' fees for breach of the Contract Documents to the extent such attorneys' fees are reasonable and necessary and equitable and just as authorized by Section 271.153 of the Texas Local Government Code. To the extent the Contract Documents require the City to pay attorneys' fees for any action contemplated or taken, or to incur penalties or liquidated damages in any amount not authorized by Section 271.153, any such requirement shall be null and void, is hereby deleted from the Contract Documents, and shall have no force or effect.

SECTION 9. SOVEREIGN IMMUNITY. Nothing in the Contract Documents or in this Government Rider constitutes a waiver of the City's sovereign immunity. To the extent the Contract Documents require the City to waive its rights or immunities as a Governmental entity, any such requirement shall be null and void, is hereby deleted from the Contract Documents, and shall have no force or effect.

SECTION 10. ASSIGNMENT. To the extent the Contract Documents address the right to assign any rights or interest in the Contract Documents to another party, such right of assignment shall be reciprocal, and neither party shall have the right to assign or transfer any of its rights or interests in the Contract Documents without the express prior written consent of the other party. Notwithstanding, Contractor shall have the right to assign the Contract Documents to any entity in which it is a recognized legal affiliate or subsidiary or which such entity obtains a majority interest without the consent of the City; however, Contractor shall give the City at least thirty (30) days' written notice of any such assignment or transfer of interest.

SECTION 11. RIGHT TO TRIAL BY JURY. The City reserves its right to settle disputes by trial by jury. Any provision in the Contract Documents that requires the City to waive its right to a trial by jury shall be null and void, is hereby deleted from the Contract Documents, and shall have no force or effect.

SECTION 12. ALTERNATIVE DISPUTE RESOLUTION. To the extent the Contract Documents require all disputes to be resolved by binding arbitration, any such provision shall be null and void, is hereby deleted from the Contract Documents, and shall have no force or effect. Except in the event of termination pursuant to Section 3 of this Government Rider, if either the City or Contractor has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered, or any warranty that arises under the Contract Documents, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach, or other matter in question that may arise out of, or in connection with, the Contract Documents. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation in Tarrant County, Texas, upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. The mediator shall be agreed to by the parties. Each party shall be liable for its own expenses, including attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the parties agree to continue without delay all of their respective duties and obligations under the Contract Documents not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

SECTION 13. LIMITATION ON CLAIMS. Any claim for breach of the Contract Documents shall be brought within four (4) years in accordance with Texas Civil Practices and Remedies Code, Sec. 16.004 and Texas Business and Commerce Code, Sec. 2.725. To the extent the Contract Documents require a shorter period for limitation on claims, any such requirement shall be null and void, is hereby deleted from the Contract Documents, and shall have no force or effect.

SECTION 14. FORCE MAJEURE. Either party may terminate this Agreement and shall not be liable for any alleged damages or loss due to failure to perform its obligations under this Agreement if the performance is delayed or canceled by reason of a Force Majeure event, including but not limited to, war; civil commotion; acts of God; inclement weather; Government restrictions, regulations, or interferences; fires; labor strikes; material shortages; lockouts, national disasters; epidemics; pandemics; riots; transportation restrictions; or any other circumstances which are reasonably beyond the control of the party.

SECTION 15. RIGHT TO AUDIT. The City shall, until the expiration of three (3) years after final payment under the Contract Documents, have the right to access and the right to examine and photocopy any directly pertinent books, documents, papers, and records, whether electronic or hardcopy (collectively "Records") of Contractor involving transactions under the Contract Documents to ensure compliance herewith. The City shall have the right to access Contractor's Records during normal working hours and shall provide Contractor with reasonable advance notice of intended audits, but not less than ten (10) business days.

SECTION 16. NON-WAIVER; SEVERABILITY; AMENDMENT. The waiver or failure of the City to exercise in any respect any right provided for in the Contract Documents shall not be deemed a waiver of any further right under the Contract Documents. If any provision of the Contract Documents is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of the Contract Documents shall be valid and enforceable to the maximum extent possible. The Contract Documents may not be modified, altered, or amended except by written instrument duly executed by all of the parties.

SECTION 17. SUCCESSORS AND ASSIGNS. The parties each bind themselves and their successors, executors, administrators, and assigns to the Contract Documents and to all covenants of the Contract Documents.

SECTION 18. VERIFICATIONS. To the extent required by Texas law, Contractor verifies and warrants that: (1) it does not, and shall not for the duration of the Contract Documents, boycott Israel or the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract Documents; (2) it does not, and will not for the duration of the Contract Documents, boycott energy companies or the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract Documents; (3) it does not, and will not for the duration of the Contract Documents, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract Documents; and (4) it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization).

SECTION 19. CITY'S LOGO OR MARKS. The City's logo is protected by applicable federal and state copyright and trademark laws. Contractor may not use the City's name in a demeaning, obscene, or detrimental manner as determined by the City in its sole discretion, and Contractor shall not use the City's logo in any manner, except as specifically approved by the City in writing.

SECTION 20. RIDER CONTROLLING: If any provisions of the Contract Documents conflict with the terms of this Government Rider, are prohibited by applicable law, or conflict with any applicable rule, regulation, or ordinance of the City, the terms in this Government Rider shall control.

By signature below of an authorized representative, the parties hereby accept and agree to the terms and conditions set forth in this Government Rider.

CITY OF NORTH RICHLAND HILLS:

LDV Custom Specialty Vehicles

By: _____
Paulette A. Hartman, City Manager

By: _____
Kurt Petrie, President

Date: _____

Date: 2-26-25

ATTEST:

By: _____
Alicia Richardson
City Secretary/Chief Governance Officer

PURCHASING:

By: _____
Eva Ramirez, Purchasing Manager

APPROVED AS TO FORM AND LEGALITY:

By: _____
Bradley A. Anderle, City Attorney
*City Attorney signature not required for contracts with a total aggregate value of \$50,000 or less.