



# NRH

## 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.

| <b>Vendor:</b>               | <b>Agreement:</b> | <b>Expiration Date:</b> |
|------------------------------|-------------------|-------------------------|
| 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 5 day of November 2021.

**CITY OF NORTH RICHLAND HILLS:**

If \$3,000 or less

**APPROVED:**

By: Scott Kendall, Purchasing Manager

Department Director:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Director of: \_\_\_\_\_

**RESELLER – RED RIVER TECHNOLOGY LLC:**

By: \_\_\_\_\_  
Name: Kimberly Reed  
Title: CCS, FSO, ITPSO  
Date: 11/5/2021

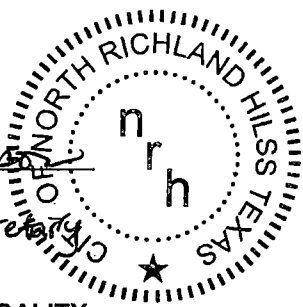
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**APPROVED:**

By: Mark Hindman  
Mark Hindman, City Manager

**ATTEST:**

By: Traia Henderson  
Traia Henderson  
Assistant City Secretary



**APPROVED TO FORM AND LEGALITY:**

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

NRH Council Action  Y  N

Date Approved 11-8-2021

Agenda No. F.1

Ord/Res No. —



**AMENDMENT NO. 1 TO  
CITY OF NORTH RICHLAND HILLS  
RED RIVER TECHNOLOGY, LLC  
COOPERATIVE PURCHASE CUSTOMER AGREEMENT**

THE STATE OF TEXAS §

THE COUNTY OF TARRANT §

**WHEREAS**, the City of North Richland Hills (“City”) and Red River Technology LLC (“Reseller”) collectively referred to as the “parties,” made and entered into a/n Cooperative Purchase Customer Agreement effective on November 5, 2021, (“Agreement”) with Red River as an authorized reseller of products and services under the Agreement; and

**WHEREAS**, the Agreement involves the purchase of products and services related to annual hardware and software maintenance, Data Storage, Data Communications and Networking (the “Services”) provided to the City and is governed by the terms and conditions of the Texas Department of Information Resources Contract Nos.DIR-TSO-4167, DIR-TSO-4331, DIR-TSO-4288, DIR-CPO-4427 (“DIR Contracts”); and

**WHEREAS**, the Agreement provides for a maximum expenditure amount not to exceed \$638,498 in payments annually for 4 year(s) through February 21, 2025; and

**NOW THEREFORE**, City and Reseller, acting herein by and through their duly authorized representatives, enter into the following agreement:

1. Effective August 14, 2023, the Cooperative Purchase Customer Agreement is hereby amended to modify the Agreement to provide a maximum expenditure amount which shall not exceed \$795,016 annually through February 21, 2025.
2. All other provisions of the Agreement that are not expressly amended herein shall remain in full force and effect.

**ACCEPTED AND AGREED:**

**CITY OF NORTH RICHLAND HILLS:**

By: *Paulette Hartman*  
*Paulette Hartman*  
Deputy City Manager  
Date: 8/17/23

**RED RIVER TECHNOLOGY, LLC:**

By: *Brandy Duffield* Contracts Manager  
Name, Title  
Date: August 4, 2023

**NRH** Council Action YES  
Date Approved 8-14-2023  
Agenda No. B4

**APPROVED TO FORM AND LEGALITY:**

By: *Maleshia B. McGinnis*  
Maleshia B. McGinnis, City Attorney

**ATTEST:**

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

