



CITY OF NORTH RICHLAND HILLS  
CITY COUNCIL AGENDA  
4301 CITY POINT DRIVE  
NORTH RICHLAND HILLS, TX 76180  
MONDAY, MARCH 23, 2026

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**WORK SESSION: 5:30 PM**

Held in the Council Workroom

1. [Discuss items from regular City Council meeting.](#)
2. [Presentation of Final Report for the Information Technology Operational Efficiency Audit](#)

CALL TO ORDER

FUTURE AGENDA ITEM(S)

The purpose of this item is to allow the Mayor and Council members an opportunity to bring forward items they wish to discuss at a future work session. In accordance with the Texas Open Meetings Act, any discussion shall be limited to a proposal to place the item on a future agenda. The Council shall not vote, or take any action on the items during this meeting.

CITY MANAGER REPORT

The purpose of this item is to receive an update from the City Manager on the following:

- \* Efficiency audit status - Facilities and Utility Billing
- \* Staff changes

## EXECUTIVE SESSION

The City Council may enter into closed Executive Session as authorized by Chapter 551, Texas Government Code. Executive Session may be held at the end of the Regular Session or at any time during the meeting that a need arises for the City Council to seek advice from the city attorney (551.071) as to the posted subject matter of this City Council meeting.

The City Council may confer privately with its attorney to seek legal advice on any matter listed on the agenda or on any matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Texas Government Code.

1. [Section 551.071: Consultation with City Attorney to seek advice about pending or contemplated litigation or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act - \(1\) Jessie Goodfellow v. City of North Richland Hills, et al, Cause No. 352-366545-25; \(2\) Travis Scott Gray v. City of North Richland Hills, et al, Civil Action No. 4-25CV1276-09; \(3\) CGC General Contractors, Inc.; and \(4\) City Council Rules of Procedure.](#)
2. [Section 551.087: Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development or deliberation of the offer of a financial or other incentive to such a business prospect - \(1\) Northeast Corner of Boulevard 26 & Harwood Road and \(2\) EZ Streets Empowerment Zone.](#)

**REGULAR MEETING: Immediately following executive session (but no earlier than 7:00 p.m.)**

Held in the City Hall Council Chambers

- A. CALL TO ORDER
- A.1 INVOCATION - MAYOR PRO TEM DEUPREE
- A.2 PLEDGE - MAYOR PRO TEM DEUPREE

A.3 SPECIAL PRESENTATION(S) AND RECOGNITION(S)

A.4 PUBLIC COMMENTS

An opportunity for citizens to address the City Council on matters which are scheduled on this agenda for consideration by the City Council, but not scheduled as a public hearing. In order to address the City Council during public comments, a Public Meeting Appearance Form must be completed and presented to the City Secretary prior to the start of the City Council meeting.

A.5 REMOVAL OF ITEM(S) FROM CONSENT AGENDA

B. CONSIDER APPROVAL OF CONSENT AGENDA ITEMS

B.1 [Approve the minutes of the March 9, 2026 City Council meeting.](#)

B.2 [Approve the minutes of the February 18, 2026 City Council meeting.](#)

B.3 [Authorize purchase agreements with multiple vendors for NRH2O food service products for resale in an amount not to exceed \\$300,000.](#)

B.4 [Approve an agreement with Clearent, LLC dba Xplor Pay for a one-year term with annual renewals for credit card processing services as a part of the NRH2O Family Water Park Gatemaster Technology Point of Sale System.](#)

B.5 [Authorize the City Manager to execute a three-year agreement with the LinkedIn Corporation for their job posting services for an amount not to exceed \\$113,318.50 through December 31, 2028.](#)

C. PUBLIC HEARINGS

D. PLANNING AND DEVELOPMENT

E. PUBLIC WORKS

F. CITIZENS PRESENTATION

An opportunity for citizens to address the City Council on matters which are not scheduled for consideration by the City Council or another City Board or Commission at a later date. In order to address the City Council during citizens presentation, a Public Meeting Appearance Form must be completed and presented to the City Secretary prior to the start of the City Council meeting.

G. GENERAL ITEMS

G.1 [Approve Resolution No. 2026-020, establishing an Intergovernmental & Legislative Affairs Subcommittee of the City Council of the City of North Richland Hills and Legislative Task Force.](#)

H. EXECUTIVE SESSION ITEMS - CITY COUNCIL MAY TAKE ACTION ON ANY ITEM DISCUSSED IN EXECUTIVE SESSION LISTED ON WORK SESSION AGENDA

I. INFORMATION AND REPORTS - COUNCIL MEMBER DELANEY

I.1 [Announcements](#)

J. ADJOURNMENT

Certification

I do hereby certify that the above notice of meeting of the North Richland Hills City Council was posted at City Hall, City of North Richland Hills, Texas in compliance with Chapter 551, Texas Government Code on Tuesday, March 17, 2026 by 5:00 PM.

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Alicia Richardson  
City Secretary/Chief Governance Officer

**This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 817-427-6060 for further information.**



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** March 23, 2026

**SUBJECT:** Discuss items from regular City Council meeting.

**PRESENTER:** Paulette Hartman, City Manager

**SUMMARY:**

Provide the City Council with the opportunity to discuss any item on the regular agenda.

**GENERAL DESCRIPTION:**

The purpose of this standing item is to allow the City Council an opportunity to inquire about items that are posted for discussion and deliberation on the regular City Council agenda.

The City Council is encouraged to ask staff questions to clarify and/or provide additional information on items posted on the regular agenda or consent agenda.



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** March 23, 2026  
**SUBJECT:** Presentation of Final Reports for the Information Technology Operational Efficiency Audit  
**PRESENTER:** Paulette Hartman, City Manager

### **SUMMARY:**

The purpose of this item is for the presentation and discussion of the final report for the Information Technology Operational Efficiency Audit.

### **GENERAL DESCRIPTION:**

At the request of City Council, the Fiscal Year 2025 adopted budget included funding to conduct a third-party efficiency audit of the city's Information Technology Operations.

- On August 11, 2025, the City Council awarded a professional services agreement to Matrix Consulting Group, LTD. (Matrix) to perform the Information Technology Operational efficiency audit.
- Matrix has now completed its comprehensive review of this operation. In this work session, representatives from the firm will be present to deliver their final reports to the City Council. Their presentation will cover key findings and recommendations for each audited area.



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** March 23, 2026  
**SUBJECT:** Approve minutes of the March 9, 2026 City Council meeting.  
**PRESENTER:** Alicia Richardson, City Secretary/Chief Governance Officer

### **SUMMARY:**

The minutes are listed on the consent agenda and approved by majority vote of Council at the City Council meetings.

### **GENERAL DESCRIPTION:**

The City Secretary's Office prepares action minutes for each City Council meeting. The minutes for the previous meeting are placed on the consent agenda for review and approval by the City Council, which contributes to a time-efficient meeting. Upon approval of the minutes, an electronic copy will be uploaded to the City's website.

### **RECOMMENDATION:**

Approve minutes of the March 9, 2026 City Council meeting.

**MINUTES OF THE WORK SESSION AND REGULAR MEETING  
OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS  
HELD IN THE CITY HALL 4301 CITY POINT DRIVE  
MARCH 9, 2026**

WORK SESSION

The City Council of the City of North Richland Hills, Texas met in work session on the 9th day of March at 5:30 p.m. in the Council Workroom prior to the 7:00 p.m. regular City Council meeting.

Present:	Jack McCarty	Mayor
	Cecille Delaney	Place 1
	Brianne Goetz	Place 2
	Danny Roberts	Place 3
	Matt Blake	Place 4
	Billy Parks	Place 5
	Russ Mitchell	Place 6
	Kelvin Deupree	Mayor Pro Tem, Place 7

Staff Members:	Paulette Hartman	City Manager
	Trudy Lewis	Assistant City Manager
	Caroline Waggoner	Assistant City Manager
	Alicia Richardson	City Secretary/Chief Governance Officer
	Bradley A. Anderle	City Attorney

CALL TO ORDER

Mayor McCarty called the meeting to order at 5:30 p.m.

**1. DISCUSS ITEMS FROM REGULAR CITY COUNCIL MEETING.**

City Council had no questions for staff.

**2. DISCUSS PROPOSED ORDINANCE, AMENDING THE CITY'S CODE OF ORDINANCES ALIGNING TERMS OF BOARD, COMMISSION, AND COMMITTEE MEMBERS WITH THE CITY COUNCIL.**

City Secretary/Chief Governance Officer Alicia Richardson provided an update on discussion, action, and direction regarding board and commission member terms. Following the November 4, 2025 City Charter election, City Council received a presentation from staff during the February 9, 2026 work session regarding a proposed ordinance to align the term of board and commission members with City Council. Staff

was directed to extend the term of board and commission members from two to three years to coincide with City Council terms. There was no desire to implement term limits for board and commission members. On February 23, 2026, Council member Parks requested an item be placed on a future work session agenda to allow City Council the opportunity to discuss term limits for board and commission members.

City Council discussed the benefits and disadvantages of implementing term limits for board and commission members; ability of volunteers to serve on a different board after completing a term limit; the process of cities in the metroplex area and those with the same population; volunteer pool; and promoting volunteer opportunities and appointment process.

The consensus of City Council was for staff to survey cities in the metroplex, as well as one or two in the state with the same population as North Richland Hills.

### **FUTURE AGENDA ITEM(S)**

There were no requests from City Council for future agenda items.

### **CITY MANAGER REPORT**

City Manager Paulette Hartman updated the City Council on the following:

Efficiency Audits - the city received three efficiency audit proposals for Facilities and seven efficiency audit proposals for Utility Billing. She anticipates an award of bid for both efficiency audits in April. Ms. Hartman stated that the efficiency audit for Information Technology has been completed, and staff will bring forward recommendations in April.

Utility Billing staff changes - the city hired Danene Grahada to serve as the Utility Billing Manager and Casey Valdez to serve as the Utility Billing Supervisor.

### **EXECUTIVE SESSION**

- 1. SECTION 551.071: CONSULTATION WITH CITY ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION OR ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE OPEN MEETINGS ACT - (1) JESSIE GOODFELLOW V. CITY OF NORTH RICHLAND HILLS, ET AL, CAUSE NO. 352-366545-25; AND (2) TRAVIS SCOTT GRAY V. CITY OF NORTH RICHLAND HILLS, ET AL, CIVIL ACTION NO. 4-25CV1276-09.**

2. **SECTION 551.087: DELIBERATION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT OR DELIBERATION OF THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO SUCH A BUSINESS PROSPECT - (1) NORTHEAST CORNER OF BOULEVARD 26 & HARWOOD ROAD AND (2) EZ STREETS EMPOWERMENT ZONE.**
3. **SECTION 551.074: PERSONNEL MATTERS TO DELIBERATE THE EMPLOYMENT, EVALUATION, AND DUTIES OF PUBLIC OFFICERS OR EMPLOYEES - CITY MANAGER**

Mayor McCarty announced at 5:50 p.m. that the City Council would adjourn into Executive Session as authorized by Chapter 551, Texas Government Code, specifically, Section 551.071: Consultation with City Attorney to seek advice about pending or contemplated litigation or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act - (1) Jessie Goodfellow v. City of North Richland Hills, et al, Cause No. 352-366545-25; and (2) Travis Scott Gray v. City of North Richland Hills, et al, Civil Action No. 4-25CV1276-09, Section 551.071: Consultation with City Attorney to seek advice about pending or contemplated litigation or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act - (1) Jessie Goodfellow v. City of North Richland Hills, et al, Cause No. 352-366545-25; and (2) Travis Scott Gray v. City of North Richland Hills, et al, Civil Action No. 4-25CV1276-09, and Section 551.074: Personnel Matters to deliberate the employment, evaluation, and duties of public officers or employees - City Manager. Executive Session began at 5:55 p.m. and concluded at 6:46 p.m.

Mayor McCarty announced at 6:46 p.m. that City Council would convene to the regular City Council meeting.

## **REGULAR MEETING**

### **A. CALL TO ORDER**

Mayor McCarty called the meeting to order March 9, 2026 at 7:00 p.m.

Present:                Jack McCarty                                Mayor

Cecille Delaney	Place 1
Brianne Goetz	Place 2
Danny Roberts	Place 3
Matt Blake	Place 4
Billy Parks	Place 5
Russ Mitchell	Place 6
Kelvin Deupree	Mayor Pro Tem, Place 7

Staff Members:	Paulette Hartman	City Manager
	Alicia Richardson	City Secretary/Chief Governance Officer
	Bradley A. Anderle	City Attorney

**A.1 INVOCATION**

Council member Mitchell gave the invocation.

**A.2 PLEDGE**

Council member Mitchell led the Pledge of Allegiance to the United States and Texas flags.

**A.3 SPECIAL PRESENTATION(S) AND RECOGNITION(S)**

There were no items for this category.

**A.4 PUBLIC COMMENTS**

There were no requests to speak from the public.

**A.5 REMOVAL OF ITEM(S) FROM CONSENT AGENDA**

No items were removed from the consent agenda.

**B. CONSIDER APPROVAL OF CONSENT AGENDA ITEMS**

**APPROVED**

**A MOTION WAS MADE BY COUNCIL MEMBER BLAKE, SECONDED BY COUNCIL MEMBER DELANEY TO APPROVE THE CONSENT AGENDA ITEMS.**

**MOTION TO APPROVE CARRIED 7-0.**

**B.1 APPROVE THE MINUTES OF THE FEBRUARY 23, 2026 CITY COUNCIL MEETING.**

**B.2 CONSIDER RESOLUTION NO. 2026-019, AUTHORIZING THE CITY MANAGER TO EXECUTE REGIONAL ASSET TRANSFER ADDENDUM B\_20 WITH THE DALLAS COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE TO TRANSFER EXTERNAL STORAGE DRIVES, HARD DRIVES, FLASH DRIVES, RECORDABLE DISCS AND PORTABLE SSD'S TOTALING \$4,122.05, PURCHASED WITH TAG GRANT #2848911 FUNDS BY THE CITY OF NORTH RICHLAND HILLS ACTING AS THE FIDUCIARY OF THE NORTH TEXAS ANTI-GANG CENTER GRANT.**

**B.3 APPROVE THE PURCHASE OF THE JAIL CONTROL SYSTEM HARDWARE, SOFTWARE, AND PROFESSIONAL SERVICES FROM SYDAPTIC INC., IN THE AMOUNT NOT TO EXCEED \$550,000 UTILIZING THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE CONTRACT NO. 230901.**

**C. PUBLIC HEARINGS**

**C.1 ZC25-0154, ORDINANCE NO. 3949, PUBLIC HEARING AND CONSIDERATION OF A REQUEST FROM MJ COMMERCIAL HOLDINGS LLC FOR A SPECIAL USE PERMIT FOR ASSEMBLING OPERATIONS OF COMMODITIES AT 5113 COMMERCIAL DRIVE, BEING 0.616 ACRES DESCRIBED AS LOT GR, BLOCK 14, RICHLAND TERRACE ADDITION.**

**APPROVED**

Mayor McCarty opened the public hearing for ZC25-0154, Ordinance No. 3949.

Director of Planning Cori Reaume informed City Council the applicant is requesting a special use permit for 0.616 acres located at 5113 Commercial Drive. The area is designated on the Comprehensive Land Use Plan as retail commercial and the current zoning is C-2, commercial. Ms. Reaume provided site photos of the property.

Applicant representative Jeff Peterson, MJ Commercial Holdings, LLC, 2872 Matterhorn Drive, Genoa, Nevada, stated that they purchased the building to relocate their company to North Richland Hills. City Council and the applicant discussed shipping/delivery of materials; number of employees at the location; and operating hours. Howard Wiles, MavTel's vice president of engineering maintenance, 4621 Concord Drive, Garland, Texas was also present to answer questions.

Ms. Reaume presented staff's report. The Planning and Zoning Commission, at their February 19, 2026 meeting, recommended approval of the zoning change request with a vote of 7-0.

There being no forms submitted, Mayor McCarty asked if there was anyone in the

audience wishing to speak in favor or against the item to come forward. There being no one wishing to speak, Mayor McCarty closed the public hearing.

**A MOTION WAS MADE BY COUNCIL MEMBER GOETZ, SECONDED BY MAYOR PRO TEM DEUPREE TO APPROVE ZC25-0154, ORDINANCE NO. 3949.**

**MOTION TO APPROVE CARRIED 7-0.**

**D. PLANNING AND DEVELOPMENT**

There were no items for this category.

**E. PUBLIC WORKS**

There were no items for this category.

**F. CITIZENS PRESENTATION**

Mike Harris, 6800 Richfield Drive, vice president of the NRH Citizens Fire Academy Alumni Association (CFAAA), invited City Council and the public to their second St. Patrick's Day event on March 14, 6:00 p.m. to 10:00 p.m. at the B&B Theatres.

Dana Hammack, 9373 Granger Lane, Fort Worth, notified City Council of the new farmer's market they are bringing to North Richland Hills.

Mary Michaels, 8401 Revenue Way, commented on the varied speed limits, speeding, and proposed raised medians on Davis Boulevard.

**G. GENERAL ITEMS**

**G.1 APPROVE AWARD OF BID RFP NO. 26-004 TO WHIRLIX, INC. FOR THE REPLACEMENT OF PLAYGROUND EQUIPMENT AT JB SANDLIN PARK IN THE AMOUNT OF \$275,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE ASSOCIATED CONSTRUCTION AGREEMENT.**

**APPROVED**

City Council received a presentation from Director of Parks and Recreation Adrien Pekurney.

A MOTION WAS MADE BY COUNCIL MEMBER ROBERTS, SECONDED BY COUNCIL MEMBER PARKS TO APPROVE AWARD OF BID RFP NO. 26-004 TO WHIRLIX, INC. FOR THE REPLACEMENT OF PLAYGROUND EQUIPMENT AT JB SANDLIN PARK IN THE AMOUNT OF \$275,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE ASSOCIATED CONSTRUCTION AGREEMENT.

MOTION TO APPROVE CARRIED 7-0.

**G.2 AUTHORIZE PAYMENT TO MOTOROLA SOLUTIONS, INC. FOR MOTOROLA BRANDED PRODUCTS AND SERVICES TO INCLUDE RADIOS, EQUIPMENT, MAINTENANCE AND ACCESSORIES FOR USE BY THE CITY'S PUBLIC SAFETY DEPARTMENTS FOR AN AMOUNT NOT TO EXCEED \$1,028,734 UTILIZING THE HOUSTON-GALVESTON AREA COUNCIL (HGAC) COOPERATIVE AGREEMENT HGAC RA05-21.**

**APPROVED**

City Council received a presentation from Emergency Management Coordinator Raelyn Darnell.

A MOTION WAS MADE BY MAYOR PRO TEM DEUPREE, SECONDED BY COUNCIL MEMBER BLAKE TO AUTHORIZE PAYMENT TO MOTOROLA SOLUTIONS, INC. FOR MOTOROLA BRANDED PRODUCTS AND SERVICES TO INCLUDE RADIOS, EQUIPMENT, MAINTENANCE AND ACCESSORIES FOR USE BY THE CITY'S PUBLIC SAFETY DEPARTMENTS FOR AN AMOUNT NOT TO EXCEED \$1,028,734 UTILIZING THE HOUSTON-GALVESTON AREA COUNCIL (HGAC) COOPERATIVE AGREEMENT HGAC RA05-21.

MOTION TO APPROVE CARRIED 7-0.

**H. EXECUTIVE SESSION ITEMS - CITY COUNCIL MAY TAKE ACTION ON ANY ITEM DISCUSSED IN EXECUTIVE SESSION LISTED ON WORK SESSION AGENDA**

There was no action necessary as a result of the executive session.

**I. INFORMATION AND REPORTS**

**I.1 ANNOUNCEMENTS**

Mayor Pro Tem Deupree made the following announcements.

Yoga in the Park returns this Saturday, March 14, to Linda Spurlock Park. Join Stephany Padilla, yoga instructor for the NRH Centre, for a free beginner-friendly yoga class starting at 9:00 a.m. No experience is needed - just bring a yoga mat and a willing heart! Please pre-register through the NRH Centre's website.

The Citizens Fire Academy Alumni Association invites the community to their St. Patrick's Day Party on Saturday, March 14, from 6:00 p.m. to 10:00 p.m. at B&B Theatres. Enjoy music, delicious food, cold beer, a silent auction, and plenty of festive fun, all while supporting a great cause. This event benefits the Fire Department Pipes & Drums Honor Guard.

The NRH Library is hosting a Craft Supply Swap on Saturday, March 21 from 11:00 a.m. to 1:00 p.m. Bring your new or gently used craft supplies to trade, while chatting with fellow crafters and making new community connections.

Kudos Korner - Yesenia Lopez, Walda Perez, Randy Powell, Philip Roy, Johnathon Wenninger and Emeterio Flores in the Facilities Department - We recently received a note praising the custodial team who keep our city facilities in great condition. "I've been to other businesses, whose buildings aren't kept as clean as ours and always walk out thinking how blessed we are to have the crew that we do. I applaud this group on the outstanding job they do on a nightly basis. We sincerely appreciate you all!"

**J. ADJOURNMENT**

Mayor McCarty adjourned the meeting at 7:36 p.m.

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Jack McCarty, Mayor

ATTEST:

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Alicia Richardson  
City Secretary/Chief Governance Officer



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** March 23, 2026  
**SUBJECT:** Approve minutes of the February 18, 2026 City Council meeting.  
**PRESENTER:** Alicia Richardson, City Secretary/Chief Governance Officer

### **SUMMARY:**

The minutes are listed on the consent agenda and approved by majority vote of Council at the City Council meetings.

### **GENERAL DESCRIPTION:**

The City Secretary's Office prepares action minutes for each City Council meeting. The minutes for the previous meeting are placed on the consent agenda for review and approval by the City Council, which contributes to a time-efficient meeting. Upon approval of the minutes, an electronic copy will be uploaded to the City's website.

### **RECOMMENDATION:**

Approve minutes of the February 18, 2026 City Council meeting.

**MINUTES OF THE CITY COUNCIL OF THE  
CITY OF NORTH RICHLAND HILLS, TEXAS  
HELD IN THE CITY HALL 4301 CITY POINT DRIVE  
FEBRUARY 18, 2026**

WORK SESSION

The City Council of the City of North Richland Hills, Texas met in the Emergency Operations Center on the 18th day of February at 4:00 p.m.

Present:	Jack McCarty	Mayor
	Cecille Delaney	Place 1
	Brianne Goetz	Place 2
	Danny Roberts	Place 3
	Matt Blake	Place 4
	Billy Parks	Place 5
	Kelvin Deupree	Mayor Pro Tem, Place 7
Absent:	Russ Mitchell	Place 6
Staff Members:	Paulette Hartman	City Manager
	Trudy Lewis	Assistant City Manager
	Caroline Waggoner	Assistant City Manager
	Alicia Richardson	City Secretary/Chief Governance Officer
	Raelyn Darnell	Emergency Operations Coordinator

1. CALL TO ORDER

Mayor McCarty called the meeting to order at 4:04 p.m.

2. EMERGENCY MANAGEMENT TRAINING

Emergency Management Coordinator Raelyn Darnell provided a briefing on local, state, and federal authorities pursuant to Texas Government Code Chapter 418; the purpose and structure of the Emergency Operations Center; the roles and responsibilities of elected officials during emergency situations; and an overview of anticipated activities and planning considerations associated with the FIFA 2026 World Cup.

3. ADJOURNMENT

Mayor McCarty adjourned the meeting at 6:37 p.m.

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Jack McCarty, Mayor

ATTEST:

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Alicia Richardson  
City Secretary/Chief Governance Officer



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager    **DATE:** March 23, 2026

**SUBJECT:** Authorize purchase agreements with multiple vendors for NRH<sub>2</sub>O food service products for resale in an amount not to exceed \$300,000.

**PRESENTER:** Stephanie Hee-Johnston, NRH<sub>2</sub>O General Manager

**SUMMARY:**

The City Council is being asked to authorize purchase agreements with multiple vendors for NRH<sub>2</sub>O food service resale products for the 2026 season. The annual contract will cover a six (6) month period (April 14 through September 30, 2026).

**GENERAL DESCRIPTION:**

Vendors were requested to submit pricing proposals on a list of specific food items as well as specific brands that were high volume sellers over the past year. Staff worked with the top vendors to further negotiate food prices for high volume items. Evaluation factors included brand of food item offered, price, quality, and customer service response. The contract will be awarded to a primary and secondary vendor, exceeding \$100,000. Therefore, staff is recommending this contract be approved by the City Council.

This competitive bid was advertised to the public through the Fort Worth Star Telegram and via the North Richland Hills website. Six (6) bids were received from the following firms:

- Ben E Keith Co.
- SB Value/US Foods.
- Flowers Baking Co
- Sysco Foods
- Vistar
- Gordon Food Service

Section 1: Core Menu Items		Primary Vendor	Secondary Vendors
A	Beef	Sysco	Ben E Keith Foods
B	Poultry	Sysco	Ben E Keith Foods
C	Pork	Sysco	Ben E Keith Foods
D	Fries	Sysco	Ben E Keith Foods
E	Dairy	Sysco	Ben E Keith Foods
F	Chips	Sysco	Ben E Keith Foods

G	Pizza	Sysco	Ben E Keith Foods
H	Condiments	Sysco	Ben E Keith Foods
I	Fryer Shortening	Sysco	Ben E Keith Foods
J	Misc Core Foods	Sysco	Ben E Keith Foods
K	Core Snack Foods	Sysco	Ben E Keith Foods
L	Bread	Sysco	Flower's Baking Co
M	Produce	Sysco	Ben E Keith Foods
N	3 Gallon Ice Cream	Sysco	Ben E Keith Foods
O	BBQ Items	Sysco	Ben E Keith Foods
P	Otis Spunkmeyer	Sysco	Ben E Keith Foods
<b>Section 2: Supplemental Items</b>		<b>Primary Vendor</b>	<b>Secondary Vendors</b>
Q	Misc Dessert Items	Sysco	Ben E Keith Foods
R	Pepsi Back-Up Supplier	Sysco	Ben E Keith Foods
S	Novelty Ice Cream	Sysco	Ben E Keith Foods
T	Misc Items	Sysco	Ben E Keith Foods

Sysco is a leading food service distributor and has provided competitive pricing to reduce overall food costs. Sysco will be providing the majority of goods used throughout the park including food used for Al Gator's Smokehouse & Grill, Piper's and catering.

Utilizing an exemption from statutory competitive bidding requirements for goods purchased by a municipality for subsequent retail sale by the municipality, staff is recommending Ben E Keith and Flower's Baking Co as secondary vendors. Ben E Keith and Flower's Baking Co have a long-standing history of providing quality and reliable service to NRH<sub>2</sub>O.

While NRH<sub>2</sub>O Family Water Park is owned and operated by the city, the park is primarily funded through revenue generated by the park. Funding for these purchase agreements is included in the FY 2026 Adopted Operating Budget.

**RECOMMENDATION:**

Authorize purchase agreements with Sysco, as the primary vendor, and Ben E Keith Foods and Flower's Baking Co., as secondary vendors, for NRH<sub>2</sub>O food service resale products for the 2026 season in an amount not to exceed \$300,000.

Tab	Category	2026 Pricing & Awards						2026 Total	2025 Total	Increase / Decrease from	% Increase
		Ben E Keith	US Foods	Gordon	Sysco	Flowers	Vistar				
Core Menu A	Total Beef	\$ 41,516.70	\$ 40,511.18	\$ 43,245.15	\$ 37,565.29		\$ 37,565.29	\$ 37,099.95	\$ 465.34	1.25%	
Core Menu B	Total Poultry	\$ 31,869.30	\$ 28,231.97	\$ 34,329.20	\$ 28,934.00		\$ -	\$ 29,924.40	\$ (990.40)	-3.31%	
Core Menu C	Total Pork	\$ 7,723.30	\$ 5,929.55	\$ 5,912.40	\$ 4,819.00		\$ -	\$ 5,531.80	\$ (712.80)	-12.89%	
Core Menu D	Total Fries	\$ 33,168.13	\$ 28,912.89	\$ 48,346.19	\$ 27,586.57		\$ -	\$ 30,376.05	\$ (2,789.48)	-9.18%	
Core Menu E	Total Dairy	\$ 5,219.57	\$ 5,760.56	\$ 5,402.71	\$ 5,683.96		\$ -	\$ 6,316.61	\$ (632.65)	-10.02%	
Core Menu F	Total Chips	\$ 638.80	\$ 478.88	\$ 680.80	\$ 748.29		\$ -	\$ 785.41	\$ (37.12)	-4.73%	
Core Menu G	Total Pizza	\$ 16,112.50	\$ 12,830.40	\$ 20,305.00	\$ 12,782.50		\$ 12,782.50	\$ 13,210.00	\$ (427.50)	-3.24%	
Core Menu H	Total Condiments	\$ 5,328.24	\$ 5,904.40	\$ 6,611.42	\$ 4,493.28		\$ 11,297.53	\$ 4,838.36	\$ (345.08)	-7.13%	
Core Menu I	Total Fryer Shortening	\$ 4,952.96	\$ 4,524.81	\$ 5,056.62	\$ 4,596.54		\$ 6,319.00	\$ 4,244.38	\$ 352.16	8.30%	
Core Menu J	Total Misc Core Foods	\$ 6,650.12	\$ 5,331.71	\$ 7,161.25	\$ 6,055.66		\$ 6,182.90	\$ 5,989.13	\$ 66.53	1.11%	
Core Menu K	Total Core Snack Foods	\$ 26,098.00	\$ 22,832.97	\$ 22,657.23	\$ 21,905.91		\$ 27,684.39	\$ 22,542.10	\$ (636.19)	-2.82%	
Core Menu L	Total Bread	\$ 13,811.51	\$ 17,472.21	\$ 19,019.83	\$ 13,706.52	\$ 4,982.90	\$ 2,546.30	\$ 13,282.90	\$ 423.63	3.19%	
Core Menu M	Total Produce	\$ 5,169.35	\$ 5,406.53	\$ 7,215.34	\$ 6,388.52		\$ -	\$ 5,676.29	\$ 712.23	12.55%	
Core Menu N	Total 3 Gallon Ice Cream		\$ 3,520.86	\$ 1,882.30	\$ 3,402.20		\$ -	\$ 3,615.10	\$ (212.90)	-5.89%	
Core Menu O	Total BBQ Items	\$ 13,068.30	\$ 9,940.13	\$ 11,956.10	\$ 8,984.50		\$ 2,000.10	\$ 10,618.00	\$ (1,633.50)	-15.38%	
Core Menu P	Total Otis Spunkmeyer Items	\$ 1,359.36	\$ 899.16	\$ 83.00	\$ 898.76		\$ 1,042.40	\$ 1,657.96	\$ (759.20)	-45.79%	
Supplemental Q	Total Misc Dessert Items	\$ 8,013.61	\$ 10,185.23	\$ 10,185.23	\$ 5,911.58		\$ 2,025.28	\$ 4,913.88	\$ 997.70	20.30%	
Supplemental S	Total Novelty Ice Cream Items	\$ 2,763.15	\$ 640.67	\$ 640.67	\$ 3,407.70		\$ 3,458.85	\$ 3,259.80	\$ 147.90	4.54%	
Supplemental T	Total Misc Items	\$ 3,339.02	\$ 3,962.81	\$ 3,990.20	\$ 3,277.48		\$ 11,733.00	\$ 3,031.90	\$ 245.58	8.10%	
<b>TOTAL</b>		<b>\$ 226,801.92</b>	<b>\$ 213,276.93</b>	<b>\$ 254,680.64</b>	<b>\$ 201,148.26</b>	<b>\$ 4,982.90</b>	<b>\$ 124,637.54</b>	<b>\$ 201,148.26</b>	<b>\$ 206,914.01</b>	<b>\$ (5,765.76)</b>	<b>-2.79%</b>

(Incomplete Bid)

(Incomplete Bid)

Additional Services Provided:	Ben E Keith	US Foods	Gordon	Sysco	Flowers	Vistar
End of Season Buy Backs	Yes	No	No	No	No	No
Team Member Training Samples	Yes	Yes	Yes	Yes	Yes	No
Menu engineering and design services	Yes	Yes	Yes	Yes	No	No
Provide cost of goods analysis and inventory tracking systems	Yes	Yes	Yes	Yes	No	No
Optional Sponsorship	No	No	No	No	No	No
Optional Participation in ticket program	No	No	No	No	No	No

**EXHIBIT C**  
**FORM OF PARTICIPATION AGREEMENT**

**NOTICE TO MEMBERS:** MEMBERS MAY HAVE ADDITIONAL OBLIGATIONS TO DISTRIBUTOR UNDER THESE SEPARATE INDIVIDUAL MEMBER AGREEMENTS WITH DISTRIBUTOR (COLLECTIVELY, THIS “MEMBER AGREEMENT”) THAT ARE NOT SPECIFICALLY COVERED OR CONTEMPLATED BY THE FOODSERVICE DISTRIBUTION AGREEMENT BETWEEN DISTRIBUTOR AND VIZIENT SUPPLY, LLC (THE “VIZIENT AGREEMENT”). PLEASE NOTE THAT (I) VIZIENT HAS NOT NEGOTIATED OR APPROVED THE TERMS OF THIS MEMBER AGREEMENT AND (II) MEMBERS HAVE THE ABILITY TO NEGOTIATE THE TERMS OF SUCH MEMBER AGREEMENTS LOCALLY TO SUIT THEIR SPECIFIC NEEDS.

SIGNIFICANTLY, MEMBERS SHOULD BE AWARE THERE MAY BE SOME INCONSISTENCIES BETWEEN THE TERMS WITHIN THE VIZIENT AGREEMENT AND THIS MEMBER AGREEMENT. AS SUCH, EACH MEMBER MAY WANT TO CONSIDER RETAINING ITS OWN LEGAL COUNSEL WHEN NEGOTIATING AND/OR ENTERING INTO THIS MEMBER AGREEMENT.

**PARTICIPATION AGREEMENT — PROVISTA SAVOR MEMBER**

This Participation Agreement is entered into as of the 1<sup>st</sup> day of March, 2026 and effective on a date mutually agreed to between Customer and Distributor, by and between the undersigned ("Customer"), as owner or operator of certain establishments (the "Customer Locations") and Sysco North Texas, Inc (the "Distributor") on behalf of Sysco Corporation and certain of its operating subsidiaries and affiliated companies (collectively, "Sysco"). Sysco is approved to provide distribution services to Customer, as a franchisee or member of a group purchasing organization with, or a company that obtains procurement services through Vizient Supply, LLC or any of its affiliates (the "Master Organization") pursuant to that certain Foodservice Distribution Agreement entered into between Sysco and the Master Organization (the “Base Agreement”), as amended by that certain Addendum FD3081AA dated January 1, 2022 (the “Addendum” and, together with the Base Agreement, the "DA"). All capitalized terms not otherwise defined in this Participation Agreement shall have the meanings ascribed to them under the DA. In consideration of the premises and the mutual covenants, the sufficiency of which is acknowledged by them, the Customer and Distributor agree as follows:

1. Binding Nature of the DA/Term. Customer acknowledges and agrees: (i) Sysco's distribution of Products to Customer Locations will be pursuant to the DA between Sysco and Master Organization (ii) to be bound by the terms of the DA, as amended by time to time between Sysco and the Master Organization and (iii) throughout the term of the Participation Agreement, in order to receive the pricing as provided by the DA, commit to order not less than 50% of all dollars spent on Products from Distributor (the “Commitment”). To the extent that Distributor is unable to supply such Products, those purchases shall be excluded from the calculation of the Commitment.

2. Member Markup. Distributor shall invoice Customer for purchases of Products at the applicable cost (“Cost”) plus the applicable percentage markup (the “Member Markup”), except for Products from Supplies on the Fly, which will be invoiced using the methodology provided in Exhibit A to this Participation Agreement. The Member Markup shall be a fixed percentage as set forth in the markup matrix in Exhibit A attached to this Participation Agreement (the “Markup Matrix”), plus any additional increases or decreases applicable to Member-elected Services and payment terms, as set forth in the Markup Matrix. For purposes of clarification, the Member Markup contained in the Markup Matrix shall not be increased for any reason, including as a result of inbound freight not paid by the Supplier (as defined in the Base Agreement), terms changes that Supplier imposes upon Distributor, or any other business arrangements between Supplier and Distributor.

3. Termination of Participation Agreement. This Participation Agreement will end upon the termination of the Base Agreement and/or Addendum, unless this Participation Agreement is earlier terminated under the terms of the Base Agreement and/or Addendum. Furthermore, if a Customer is no longer recognized as a "Member" in the Vizient Database, as defined in the DA, this Participation Agreement will terminate effective as of the date of that Customer's departure from the Vizient membership.

4. Credit Terms. Credit terms are established in the separate Credit Application executed and submitted by Customer to Distributor. If Customer fails to pay for any Product within the established credit terms, Distributor, immediately upon written notice to Customer, shall be entitled to (i) withhold future deliveries of Products to the Customer until Distributor receives all amounts owed to it and (ii) condition future deliveries upon more stringent payment terms (ex: shortened payment periods, cash on delivery, cash in advance, guaranties to Distributor, pledging of collateral, etc.).

5. Release. Customer agrees that Distributor's ability to perform distribution services for Customer under this Participation Agreement is expressly contingent upon the Master Organization's approval for it to do so. Accordingly, Customer hereby releases Distributor, Sysco, Affiliates, and each of their respective officers, employees, and directors from any and all losses, damages, or claims ("Claims") that Customer may have or suffer as a result of (i) Sysco's discontinuance of services, in whole or in part, to Customer as a result of notice or instructions from the Master Organization to cease such services or the termination of the DA and (ii) Sysco's sharing of information with the Master Organization concerning purchases by Customer, Customer's accounts receivable with Sysco, and other similar matters relating to Sysco's relationship with Customer relating to the DA. Customer further releases Distributor, Sysco and their Affiliates from any Claims arising from Sysco's payment of allowances or other compensation to the Master Organization or its designee, based, in whole or in part, upon sales of Product to Customer. Customer specifically consents to disclosure of the information described in clause (ii).

6. Warranties. Sysco warrants that all Products other than Customer Directed Products, as of the time of delivery to Customer, (i) will meet the written specifications for such Product provided by Sysco and (ii) to the extent the Product is subject to the Federal Food, Drug and Cosmetic Act (the "FDC Act"), will not be adulterated or misbranded within the meaning of the FDC Act. Sysco warrants that all Products subject to the statutory trust imposed by the Perishable Agricultural Commodities Act will be free and clear of any adverse lien or security interest. NO PERSON IS AUTHORIZED TO MAKE ANY WARRANTY OR REPRESENTATION IN ADDITION TO OR IN CONFLICT WITH THE WARRANTIES SET FORTH IN THIS SECTION 4. Except as expressly provided herein, SYSCO MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES THAT ARISE FROM TRADE USAGE OR CUSTOM. In no event shall either Sysco or Customer be liable FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT (INCLUDING WITHOUT LIMITATION, LOST PROFITS AND LOST ENTERPRISE VALUE) INCURRED BY THE OTHER PARTY WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS PARTICIPATION AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF IT IS ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES, except for losses arising from third party claims that are subject to the indemnification obligations described in the DA or losses suffered by a party as a result of the breach by the other party and/or its affiliates, employees, officers, or directors, of the confidentiality provisions set forth in this Participation Agreement.

7. Waiver of Jury Trial. Customer affirmatively waives its right to jury trial with respect to any disputes, claims or controversies of any kind whatsoever under this Participation Agreement or the DA.

8. Entire Agreement. This Participation Agreement, together with the DA, constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements,

understandings and representations or promises exchanged by the parties, whether verbal or written. This Participation Agreement may not be modified except through a writing that is signed by Customer, Distributor, and Vizient, with the exception of any promissory note, security agreement or other credit or financially related document(s) executed by Member and Distributor.

Sysco **NORTH TEXAS**

Signature: Morgan Maestas Name: Morgan Maestas

Title: New Business Developer Date: 03/04/2026

CUSTOMER INFORMATION

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Account Name: **NRH2O**

Account Address: **9001 BLVD 26**

City, State, Zip Code: **NORTH RICHLAND HILLS, TX 76180**

Sysco Account Number: **006-129841**

Vizient Member ID: **3515539**

LIC: **S7SI**

GLN: **9000000000001**





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

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the Contractor, Consultant, Vendor, or other party identified below (collectively "Contractor"), agrees that the terms and conditions herein shall govern all agreements with the City unless otherwise agreed to by a **specifically executed provision** within the contract or purchase order, provided same is permissible by law. The terms and conditions herein are BINDING and SUPERSEDE any and all other terms and conditions whether oral or written in any separate agreement or found on Contractor's website or other electronic platform.

**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 Response to Solicitation or Bid, Contract or Purchase Order, Agreement for Purchase or Sale, Standard Terms and Conditions, Quote, Invoice, or other applicable agreement of the Contractor (collectively the "Agreement"), to which this Government Rider is attached and described as follows:

Title of Agreement with Additional Terms: **Exhibit C Form Of Participation Viziant Supply, LLC member agreement**  
Legal Name of Cooperative Contractor: **Viziant Supply, LLC**  
Legal Name of Third-Party Contractor (if applicable) (if not applicable enter N/A): **N/A**  
Description of Goods or Services ("Goods or Services"): **Food service products used for resale**  
Cooperative Agreement: **Sysco; Viziant Supply, LLC**  
Total Contract Price: **Total purchases for food service for resale should not exceed \$300,000; Purchases made with Viziant Supply, LLC would be made through Sysco.**

Notwithstanding any language to the contrary in the attached Agreement between Contractor and the **City of North Richland Hills** ("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 below shall be applicable to and shall modify and supersede the Agreement as set forth below:

**SECTION 1. TIME FOR PAYMENT AND INTEREST.** The City's payments under the Agreement, 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 Agreement; (ii) the date the performance of the services under the Agreement 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 the Contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract, the Texas Government Code or this Government Rider. To the extent the Agreement requires the City to agree to a higher rate of interest than allowed by law, or to incur penalties or late fees prior to 30 days before receipt of invoice or services, any such requirements shall be null and void, are hereby deleted from the Agreement 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 Agreement becomes effective, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Agreement 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 Agreement at the end of any City fiscal year, without any penalty to the City, if the City Council does not appropriate sufficient funds to continue the Agreement 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 Agreement, or in any renewal year of the Agreement, the City shall have the right to terminate the Agreement, except for those portions of funds which have been appropriated prior to termination. To the extent the Agreement requires 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 Agreement and shall have no force or effect.

**2.3 INDEMNIFICATION AND LIABILITY. CONTRACTOR SHALL BE LIABLE FOR, AND SHALL INDEMNIFY AND HOLD THE CITY 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 AGREEMENT REQUIRES 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 INDEMNITEE UNDER THE AGREEMENT AND THE CITY SHALL ONLY INDEMNIFY OR HOLD ANY INDEMNITEE 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 AGREEMENT. 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 AGREEMENT FOR THE PREVIOUS TWELVE MONTH PERIOD. IN NO EVENT SHALL**

**EITHER PARTY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE AGREEMENT. THIS PROVISION SHALL SUPERSEDE ANY OTHER PROVISION OF CONTRACTOR IN ANY SEPARATE AGREEMENT, TERMS AND CONDITIONS, QUOTE OR INVOICE.**

**SECTION 3. TERMINATION.** Notwithstanding Section 2 above, and unless otherwise specifically agreed to by the parties, either party may terminate this Agreement by providing thirty (30) days prior written notice of such termination to the other party. Termination pursuant to this Section shall not relieve the Contractor of any obligation or liability that has accrued prior to cancellation. City shall pay Contractor for any services performed up to the effective date of such termination. **This Agreement is subject to termination, without penalty, at any time the City deems the Contractor to be non-compliant with contractual obligations.** Unless otherwise specifically agreed to by the parties in writing, to the extent the Agreement requires 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 the Agreement" 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 Agreement and shall have no force or effect.

**SECTION 4. INSURANCE.** The City is a Government 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 this Agreement. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement 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 Government 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 Agreement attempts to prevent the disclosure of information that is subject to public disclosure under federal or Texas law, including any provision that prohibits disclosure of the terms and conditions of the Agreement, such provision is invalid. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement 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 Agreement. 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.** This Agreement 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 conflicts of laws provisions. Venue for any suit brought under this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent this Agreement is required to be governed by any state law other than Texas or venue in any jurisdiction other than Tarrant County, any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement 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 this Agreement 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 attached Agreement requires 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 Agreement and shall have no force or effect.

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

**SECTION 10. ASSIGNMENT.** To the extent the Agreement addresses the right to assign any rights or interest in the Agreement 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 Agreement without the express prior written consent of the other party. Notwithstanding, the Contractor shall have the right to assign the Agreement 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 such provision in the Agreement that requires the City to waive its right to a trial by jury shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

**SECTION 12. ALTERNATIVE DISPUTE RESOLUTION.** To the extent the Agreement requires all disputes to be resolved by binding arbitration, any such provision shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. Prior to instituting litigation under the Agreement, the parties may agree to mediation upon written mutual consent. Any such mediation shall be governed by the applicable rules of the American Arbitration Association, with mediation being held in Tarrant County, Texas. Each party shall share equally in the costs of the mediator, and shall be responsible for its own attorney's fees and expenses.

**SECTION 13. LIMITATION ON CLAIMS.** Any claim for breach of this Agreement 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 Agreement requires a shorter period for limitation on claims, any such requirement shall be null and void, is hereby deleted from the Agreement 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 Agreement, 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 this Agreement 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. SUCCESSORS AND ASSIGNS.** The parties each bind themselves and their successors, executors, administrators and assigns to this Agreement and to all covenants of this Agreement hereafter.

**SECTION 17. 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 18. RIDER CONTROLLING:** If any provisions of the attached Agreement, conflict with the terms herein of this Government Rider, are prohibited by applicable law, 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:**

By: \_\_\_\_\_  
Paulette Hartman  
City Manager

Date: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Bradley Anderle  
City Attorney

**Viziant Supply, LLC**

By: Janice Flanigan

Name: \_\_\_\_\_

Date: \_\_\_\_\_



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

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the Contractor, Consultant, Vendor, or other party identified below (collectively "Contractor"), agrees that the terms and conditions herein shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract or purchase order, provided same is permissible by law.

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 Response to Solicitation or Bid, Contract or Purchase Order, Agreement for Purchase or Sale, Standard Terms and Conditions, Quote, Invoice, or other applicable agreement of the Contractor (collectively the "Agreement"), to which this Government Rider is attached and described as follows:

Title of Agreement with Additional Terms: Exhibit C Form Of Participation Viziant Supply, LLC member agreement
Legal Name of Cooperative Contractor: Provista; Sysco
Legal Name of Third-Party Contractor (if applicable) (if not applicable enter N/A): N/A
Description of Goods or Services ("Goods or Services"): Food service products used for resale
Cooperative Agreement: Provista; Sysco
Total Contract Price: Total purchases for food service for resale should not exceed \$300,000; Purchases made with Viziant Supply, LLC would be made through Sysco.

Notwithstanding any language to the contrary in the attached Agreement between Contractor and the City of North Richland Hills ("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 below shall be applicable to and shall modify and supersede the Agreement as set forth below:

SECTION 1. TIME FOR PAYMENT AND INTEREST. The City's payments under the Agreement, 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 Agreement; (ii) the date the performance of the services under the Agreement are completed; or (iii) the date the City receives an invoice for the goods or services, whichever is later.

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 Agreement becomes effective, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Agreement 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.

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 Agreement, or in any renewal year of the Agreement, the City shall have the right to terminate the Agreement, except for those portions of funds which have been appropriated prior to termination.

2.3 INDEMNIFICATION AND LIABILITY. CONTRACTOR SHALL BE LIABLE FOR, AND SHALL INDEMNIFY AND HOLD THE CITY 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 AGREEMENT REQUIRES 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 INDEMNITEE UNDER THE AGREEMENT AND THE CITY SHALL ONLY INDEMNIFY OR HOLD ANY INDEMNITEE 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.

**EITHER PARTY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE AGREEMENT. THIS PROVISION SHALL SUPERSEDE ANY OTHER PROVISION OF CONTRACTOR IN ANY SEPARATE AGREEMENT, TERMS AND CONDITIONS, QUOTE OR INVOICE.**

**SECTION 3. TERMINATION.** Notwithstanding Section 2 above, and unless otherwise specifically agreed to by the parties, either party may terminate this Agreement by providing thirty (30) days prior written notice of such termination to the other party. Termination pursuant to this Section shall not relieve the Contractor of any obligation or liability that has accrued prior to cancellation. City shall pay Contractor for any services performed up to the effective date of such termination. **This Agreement is subject to termination, without penalty, at any time the City deems the Contractor to be non-compliant with contractual obligations.** Unless otherwise specifically agreed to by the parties in writing, to the extent the Agreement requires 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 the Agreement" 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 Agreement and shall have no force or effect.

**SECTION 4. INSURANCE.** The City is a Government 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 this Agreement. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement 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 Government 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 Agreement attempts to prevent the disclosure of information that is subject to public disclosure under federal or Texas law, including any provision that prohibits disclosure of the terms and conditions of the Agreement, such provision is invalid. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement 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 Agreement. 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.** This Agreement 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 conflicts of laws provisions. Venue for any suit brought under this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent this Agreement is required to be governed by any state law other than Texas or venue in any jurisdiction other than Tarrant County, any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement 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 this Agreement 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 attached Agreement requires 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 Agreement and shall have no force or effect.

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

**SECTION 10. ASSIGNMENT.** To the extent the Agreement addresses the right to assign any rights or interest in the Agreement 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 Agreement without the express prior written consent of the other party. Notwithstanding, the Contractor shall have the right to assign the Agreement 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 such provision in the Agreement that requires the City to waive its right to a trial by jury shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

**SECTION 12. ALTERNATIVE DISPUTE RESOLUTION.** To the extent the Agreement requires all disputes to be resolved by binding arbitration, any such provision shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. Prior to instituting litigation under the Agreement, the parties may agree to mediation upon written mutual consent. Any such mediation shall be governed by the applicable rules of the American Arbitration Association, with mediation being held in Tarrant County, Texas. Each party shall share equally in the costs of the mediator, and shall be responsible for its own attorney's fees and expenses.

**SECTION 13. LIMITATION ON CLAIMS.** Any claim for breach of this Agreement 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 Agreement requires a shorter period for limitation on claims, any such requirement shall be null and void, is hereby deleted from the Agreement 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 Agreement, 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 this Agreement 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. SUCCESSORS AND ASSIGNS.** The parties each bind themselves and their successors, executors, administrators and assigns to this Agreement and to all covenants of this Agreement hereafter.

**SECTION 17. 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 18. RIDER CONTROLLING:** If any provisions of the attached Agreement, conflict with the terms herein of this Government Rider, are prohibited by applicable law, 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:**

**Sysco**

By: \_\_\_\_\_  
Paulette Hartman  
City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Bradley Anderle  
City Attorney

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2026-1420464

Date Filed:  
 02/12/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
 Ben E Keith Foods DFW  
 Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
 NRH2O Water Park

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
 DNRH20-2026  
 Food and Non-Foods

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Jones, Steve	Fort Worth, TX United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Steve Jones, and my date of birth is [REDACTED]

My address is 4455 Crestline Rd., Ft. Worth, TX, USA.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TARRANT County, State of TX, on the 13 day of February 2026.  
(month) (year)

  
 Signature of authorized agent of contracting business entity  
 (Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2026-1425437

Date Filed:  
 02/25/2026

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

SYSCO North Texas  
 Lewisville, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of North Richland Hills

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

PKR-2024- 00026103  
 Wholesale restaurant products

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Sysco	Lewisville, TX United States		X

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Craig Scott Sterling and my date of birth is 

My address is 1020 Sharp Street, Anna, TX, 75409, USA.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Texas, on the 26 day of February 2026.  
(month) (year)

Craig Scott Sterling  
 Signature of authorized agent of contracting business entity  
 (Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2026-1413343

Date Filed:  
01/27/2026

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Flowers Bakeries Sales of North Texas, LLC  
Denton, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
NRH20

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
40279767  
Delivery of Bread Products

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rhodes, Mark	Denton, TX United States		X

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Mark Rhodes, and my date of birth is [REDACTED].

My address is 4210 Edwards Road, Denton, TX, 76208, USA.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Texas, on the 27 day of January, 2026.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** March 23, 2026

**SUBJECT:** Approve an agreement with Clearent, LLC dba Xplor Pay for a one-year term with annual renewals for credit card processing services as a part of the NRH<sub>2</sub>O Family Water Park Gatemaster Technology Point of Sale System.

**PRESENTER:** Stephanie Hee-Johnston, NRH<sub>2</sub>O General Manager

**SUMMARY:**

This item represents the agreement for credit card processing services compatible with Gatemaster Technology, the point-of-sale (POS) system used for guest ticketing, retail/food sales management and inventory, and group sales ticketing management at NRH<sub>2</sub>O Family Waterpark.

**GENERAL DESCRIPTION:**

As an operating cost recovery fund, NRH<sub>2</sub>O relies on its point-of-sale system for all online and in-park revenue. While Gatemaster works with several processors, staff identified Xplor Pay as the only viable option providing the specific security safeguards and fraud prevention necessary for the park's high-volume online transactions. This transition is expected to decrease annual processing fees by approximately \$8,000.

Xplor Pay is an industry leader already utilized by the City at the NRH Centre, Senior Center, Grand Hall, and Richland Tennis Center. The projected \$120,000 in annual processing fees is funded directly through service fees paid by customers at the time of transaction. Funding for this agreement is included in the FY 2026 Adopted Operating Budget, and the contract allows for annual renewals without further Council approval provided the terms remain unchanged.

While NRH<sub>2</sub>O Family Water Park is owned and operated by the city, overall park operations are funded through revenue generated by the park. Funding for this agreement is included in the FY 2026 Adopted Operating Budget.

**RECOMMENDATION:**

Approve an agreement with Clearent, LLC dba Xplor Pay for a one-year term with annual renewals for credit card processing services as a part of the NRH<sub>2</sub>O Family Water Park Gatemaster Technology Point of Sale System.

# City of North Richland Hills Sole Source/Sole Brand Justification Form

## INSTRUCTIONS FOR JUSTIFICATION FORM

1. Form to be used along with Departmental Purchase Requisition. It is used for the purchase of products/services that are only available from one source.
2. Preparation of the form:
  - a. Assign corresponding Departmental Purchase Requisition number.
  - b. Provide Estimated Price.
  - c. Provide name, manufacturer and model number of item being purchased or the services to be purchased.
  - d. Provide description of requested items or services.
  - e. Select reason for Sole Source/Sole Brand purchase.
  - f. Indicate an explanation of the need for the sole-source (part/parts of the specifications which restrict the purchase to one product, manufacturer or provider).
  - g. Indicate the reason competing products or services are not satisfactory. Attach supporting documentation for the sole source justification.
  - h. Obtain appropriate authorized signatures.
  - i. Submit the form and supporting documentation to the Purchasing Office.

**NOTE:** Prior to committing a Purchase Order for the product or service, the justification must be reviewed and approved by the Purchasing Manager or his/her designee.

## Sole Source/Sole Brand Justification Form

Complete this form when only one source is available for goods or services requested or when only one product will meet your needs. Respond to all questions that apply. Please complete and forward it to the Purchasing Department, along with Sole Source letter provided by vendor. If more space is needed, please attach additional page(s).

### PURCHASE INFORMATION

1. Provide Estimated Price.

Approximately \$120,000 annually in credit card fees; \$8,114 for credit card terminals

2. Provide name, manufacturer, and model number of item being purchased or the services to be purchased.

Xplor Pay credit card processing services and credit card terminals (PAX A80S and PAX A920Pro).

3. Provide Description of requested items or services and their purpose(s). Add additional sheet if needed.

Credit card processing services compatible with Gatemaster Technology.

4. Reason(s) for requesting a sole source purchase:

- Original manufacturer or provider.
- Only local distributor for the original manufacturer or provider.
- Only known item or service matching the requested needs or performing the intended task.
- Sole provider of a licensed or patented good or service.
- Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
- Sole provider or factory-authorized warranty service.
- None of the above applies (Please attach a detailed explanation and justification for this sole source request.)

5. Explain why the product or service requested is the only one that can satisfy your requirements.

Xplor Pay is the only credit card processing service compatible with Gatemaster's implementation of 3D Secure for card-not-present transactions online. 3D Secure reduces online fraud by requiring e-commerce customers to complete a card verification process at the time of purchase. This shifts liability from the merchant to the card issuer.

6. Identify other sources reviewed and why they are unacceptable. Be specific with regard to specifications. Attach additional pages if necessary.

No other credit card processors integrated with Gatemaster has 3D Secure functionality.

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for a sole-source or proprietary purchase.

Bryon Bustamante

Assistant General Manager

PARD/NRH20

Print/Type Name: Adrien Pekurney  
Digitally signed by Adrien Pekurney  
Date: 2026.02.16 15:51:31 -06'00'  
Department Director's Signature

Print/Type Title: 02/16/2026  
Date

Department: 817-427-6605  
Telephone Number

### PURCHASING USE ONLY

Approved by: Charles Benson  
Purchasing Manager (or designee)

Date: 2/27/2026



February 16, 2026

To Whom It May Concern:

This letter confirms that Xplor is currently the only compatible payment processor we work with that supports GateMaster's implementation of 3D Secure for e-commerce (card-not-present) transactions.

GateMaster is actively implementing 3D Secure capabilities within our platform, and at this time, Xplor is the only integrated processor aligned with this rollout.

If you require any additional documentation or clarification, please do not hesitate to contact us.

Sincerely,

Tiffany Blair

GateMaster

510-799-9724

[Tiffany@gatemaster.com](mailto:Tiffany@gatemaster.com)

MERCHANT APPLICATION

MERCHANT INFORMATION

SICC/MCC#: 7996
Merchant ID: 6588000003106689
Discover ID:
DBA: NRH2O Family Water Park
Legal Name: City of North Richland Hills
Tax ID: \*\*\*\*\*5194

PHYSICAL ADDRESS

Address 1: 9001 Boulevard 26
Address 2:
City, State, Zip: North Richland Hills, TX, 76180

OWNER / OFFICER INFORMATION 1

Contact Type: Owner
Name: City of North Richland Hills
% Ownership: 100%
SSN: \*\*\*\*\*5194
Date of Birth: 1/01/2000
Country Of Citizenship: United States of America
Home Address: 4301 City Point Dr
City: North Richland Hills
State: TX
Zip Code: 76180
Home: 817-427-6000
Email: shee@nrh2o.com
Access: [x] Compass Access [ ] Authorized Contact [ ] Virtual Terminal Access

MERCHANT HISTORY

Accepts or Previously Accepted Payment Cards: [x] Yes [ ] No
Current/Previous Payment Processor: Gravity Payments
Business has been previously terminated by a card brand (ex: Visa) or processor: [ ] Yes [x] No
If yes, please explain:

MAILING ADDRESS

Address 1: 9001 Boulevard 26
Address 2:
City, State, Zip: North Richland Hills, TX, 76180

OWNER / OFFICER INFORMATION 2

Contact Type: Signer (this must be an individual with control of the business.), Owner
Name: Stephanie Hee-Johnston
% Ownership: 0%
SSN: \*\*\*\*\*5194
Date of Birth: 6/02/1983
Country Of Citizenship: United States of America
Home Address: 9001 Boulevard 26
City: North Richland Hills
State: TX
Zip Code: 76180
Email: shee@nrh2o.com
Access: [x] Compass Access [x] Authorized Contact [ ] Virtual Terminal Access

OWNER / OFFICER INFORMATION 3

Contact Type: General Contact
Name: Bryon Bustamante
Home: 817-427-6505
Email: bbustamante@nrh2o.com
Access: [x] Compass Access [x] Authorized Contact [ ] Virtual Terminal Access

Ownership Affirmation: All owners with 25% or more ownership are listed above.

I agree: [x]

MERCHANT PROFILE

**Ownership Type:** Government  
**State Incorporated:** TX  
**Do you sell CBD:**  Yes  No  
**% Revenue From CBD:** N/A  
**% Inventory Containing CBD:** N/A  
**Do you sell firearms, firearms accessories or both or neither?**  Firearms  Firearms Accessories  Neither  
**Firearms License Number:** N/A  
**Product/Service Sold:** City Water Park  
**Return/Refund Policy:** Manager's Discretion  
**Website:**  
**How is Inventory acquired?**  By Order  Own  Neither  
**Future Delivery?**  Yes  No 0 %  
**Time from payment to good/service received?**

SALES PROFILE

**Seasonal Business?**  Yes  No  
**Transactions:** Card Present: 50 %  
Card Not Present: 50 %  
**Average Ticket:** \$300.00  
**High Ticket:** \$10,000.00  
**Annual Volume:** \$4,000,000  
**Process eCommerce?**  Yes  No  
**Date of Incorporation:** 02/02/2026  
**Business offers a free trial for product or service requiring customer cancellation prior to first billing:**  Yes  No  
**A vendor is involved in accepting, shipping, or fulfilling our products or services, or billing our customers:**  Yes  No

BANK INFORMATION

**Bank Name:** CHASE BANK  
**Account Type:**  Checking  Savings  General Ledger  
**Used For:**  Funds  Fees  Chargebacks  
**Name on Account:** City of North Richland Hills  
**Account Number:** \*\*\*\*\*7861  
**Routing Number:** 111000614

CARD ACCEPTANCE PROFILE

MC Credit  MC Debit  Pin Based Debit  
 Visa Credit  Visa Debit  Discover Credit  
 Discover Debit  Amex | Association ID:  EBT | Association ID:

## SITE SURVEY

TO BE COMPLETED BY SALES REPRESENTATIVE

**Did you conduct the site survey in person?**

Yes  No

**How did you find this merchant?**

I called Merchant  
 Merchant called me  
 Web Lead

**Business Location?**

Brick & Mortar  
 Tradeshow  
 Residence  
 Other, please list:

**Valid ID Verified:**

Yes  No

**Does inventory match products/services sold?**

Yes  No

TERMS

By signing below, I verify that (i) I have physically inspected the business premises or I verified the Merchant via the phone which included obtaining a copy of a valid picture ID, which I have included with the application, and that (ii) the information stated in this Site Inspection Form is correct to the best of my knowledge and is as presented to me by the Merchant.

**Sales Representative Signature:**

**Date:**

**Sales Representative Name:**

## EQUIPMENT INFORMATION

PRODUCT #1

<b>Product Name</b>	Gatemasters - JavaScript	<b>Manufacturer</b>	Quest
<b>Product Type</b>	Terminal	<b>Quantity</b>	1
<b>Does your merchant want to enable auto close?</b>	Yes	<b>Enter the domain your eCommerce transactions will be coming from:</b>	https://*.gatemasterticke
<b>What time does your merchant want to auto close?(Must be set to a time on or before 9:45 CST)</b>	21:00	<b>What email address do you want the API key and Public key sent to? (for multiple emails separate with a comma)</b>	support@gatemaster.com
<b>What time zone does your merchant operate in?</b>	US/Central	<b>What is the ISV Name?</b>	Gatemasters

PRODUCT #2

<b>Product Name</b>	Gatemasters - PAX A Series	<b>Manufacturer</b>	Quest
<b>Product Type</b>	Terminal	<b>Quantity</b>	6
<b>Does your merchant want to enable auto close?</b>	Yes	<b>State:</b>	TX
<b>What time does your merchant want to auto close their batch? (Must be before 11:00 PM EST for EMF)</b>	21:00	<b>Zip:</b>	76180
		<b>Who is paying for the device(s)?</b>	Merchant
		<b>How much should Clearent charge the merchant for the device(s)?</b>	343.00
		<b>Select Device:</b>	A80

<b>What time zone does your merchant operate in?</b>	US/Central	<b>Does the merchant want to enable P2PE?</b>	Yes
<b>What email address do you want your API key sent to?</b>	support@gatemaster.com	<b>Does your merchant want to accept tips?</b>	No
<b>Do you want to order a device?</b>	Yes	<b>What is the ISV Name?</b>	Gatemasters
<b>Shipping Method:</b>	2nd Day (FREE)	<b>Invoice Mode:</b>	Enter Manually
<b>Shipping Street Address:</b>	9001 Boulevard 26		
<b>Suite/Apt Number:</b>	ATTN: Bryon Bustamante		
<b>City:</b>	North Richland Hills		

PRODUCT #3

<b>Product Name</b>	Gatemasters - PAX A Series	<b>Manufacturer</b>	Quest
<b>Product Type</b>	Terminal	<b>Quantity</b>	6
<b>Does your merchant want to enable auto close?</b>	Yes	<b>State:</b>	TX
<b>What time does your merchant want to auto close their batch? (Must be before 11:00 PM EST for EMF)</b>	21:00	<b>Zip:</b>	76180
<b>What time zone does your merchant operate in?</b>	US/Central	<b>Who is paying for the device(s)?</b>	Merchant
<b>What email address do you want your API key sent to?</b>	support@gatemaster.com	<b>How much should Clearent charge the merchant for the device(s)?</b>	343.00
<b>Do you want to order a device?</b>	Yes	<b>Select Device:</b>	A80
<b>Shipping Method:</b>	2nd Day (FREE)	<b>Does the merchant want to enable P2PE?</b>	Yes
<b>Shipping Street Address:</b>	9001 Boulevard 26	<b>Does your merchant want to accept tips?</b>	No
<b>Suite/Apt Number:</b>	ATTN: Bryon Bustamante	<b>What is the ISV Name?</b>	Gatemasters
<b>City:</b>	North Richland Hills	<b>Invoice Mode:</b>	Enter Manually

PRODUCT #4

<b>Product Name</b>	Gatemasters - PAX A Series	<b>Manufacturer</b>	Quest
<b>Product Type</b>	Terminal	<b>Quantity</b>	6
<b>Does your merchant want to enable auto close?</b>	Yes	<b>State:</b>	TX
<b>What time does your merchant want to auto close their batch? (Must be before 11:00 PM EST for EMF)</b>	21:00	<b>Zip:</b>	76180
<b>What time zone does your merchant operate in?</b>	US/Central	<b>Who is paying for the device(s)?</b>	Merchant
<b>What email address do you want your API key sent to?</b>	support@gatemaster.com	<b>How much should Clearent charge the merchant for the device(s)?</b>	343.00
<b>Do you want to order a device?</b>	Yes	<b>Select Device:</b>	A80
<b>Shipping Method:</b>	2nd Day (FREE)	<b>Does the merchant want to enable P2PE?</b>	Yes
<b>Shipping Street Address:</b>	9001 Boulevard 26	<b>Does your merchant want to accept tips?</b>	No
<b>Suite/Apt Number:</b>	ATTN: Bryon Bustamante	<b>What is the ISV Name?</b>	Gatemasters
		<b>Invoice Mode:</b>	Enter Manually

**City:** North Richland Hills

PRODUCT #5

<b>Product Name</b>	Gatemasters - PAX A Series	<b>Manufacturer</b>	Quest
<b>Product Type</b>	Terminal	<b>Quantity</b>	4
<b>Does your merchant want to enable auto close?</b>	Yes	<b>State:</b>	TX
<b>What time does your merchant want to auto close their batch? (Must be before 11:00 PM EST for EMF)</b>	21:00	<b>Zip:</b>	76180
<b>What time zone does your merchant operate in?</b>	US/Central	<b>Who is paying for the device(s)?</b>	Merchant
<b>What email address do you want your API key sent to?</b>	support@gatemaster.com	<b>How much should Clearent charge the merchant for the device(s)?</b>	485.00
<b>Do you want to order a device?</b>	Yes	<b>Select Device:</b>	A920Pro
<b>Shipping Method:</b>	2nd Day (FREE)	<b>Does the merchant want to enable P2PE?</b>	Yes
<b>Shipping Street Address:</b>	9001 Boulevard 26	<b>Does your merchant want to accept tips?</b>	Yes
<b>Suite/Apt Number:</b>	ATTN: Bryon Bustamante	<b>What is the ISV Name?</b>	Gatemasters
<b>City:</b>	North Richland Hills	<b>Invoice Mode:</b>	Enter Manually

MERCHANT INFORMATION

**Business Legal Name (Printed):** City of North Richland Hills  
**Business Address:** 9001 Boulevard 26, North Richland Hills, TX 76180  
**Business Phone Number:** 817-427-6500

By signing below, the undersigned hereby acknowledges and agrees to the terms set forth above and agrees to be bound by them.

<b>Signature Of Business Principal:</b>	<b>Name Printed:</b>	<b>Title:</b>	<b>Date:</b>
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**PRICING**

**Card Types/Settlement**

	<b>Rate</b>	<b>Fee</b>
Visa/MasterCard/Discover Discount	0.7000%	-
Amex OptBlue Discount	0.7000%	-
Authorization Fee	-	\$0.1200
MEBO	0.0300%	-
Monthly Account Fee	-	\$11.0000
Monthly DataGuardian Fee	-	\$8.9500
Monthly DataGuardian with Clym Fee	-	\$19.9000
PCI Non Compliance Fee	-	\$34.9500
Chargeback Item Processing	-	\$25.0000
Voice Authorization	-	\$0.6500
MasterCard Qualified CheckCard	0.7000%	-
Visa Qualified CheckCard	0.7000%	-
MasterCard Qualified Credit	0.7000%	-
Visa Qualified Credit	0.7000%	-
Discover Qualified CheckCard	0.7000%	-
Discover Qualified Credit	0.7000%	-
Amex Qualified Credit	0.7000%	-
Amex Qualified Prepaid	0.7000%	-

**Account**

	<b>Month(s)</b>	<b>Fee</b>
<b>Merchant Billing Cycle:</b>	1st - month end	
<b>Monthly Statement:</b>	<input type="checkbox"/> Online + Paper Only <input checked="" type="checkbox"/> Online Only	
<b>Tax Forms:</b>	<input type="checkbox"/> Online + Paper Only <input checked="" type="checkbox"/> Online Only	

**Settlement:**  Daily  Monthly

**Express Merchant Funding:**

**Pass Through Card Association Assessments & Fees:**

\*

MERCHANT ACCEPTANCE OF APPLICATION & AGREEMENT

The individual signing hereby (the "Authorized Representative") on behalf of the merchant described above ("Merchant"): (i) certifies that he or she is an owner, partner or officer of the Merchant; (ii) represents and warrants that he or she is authorized to execute this online Merchant Application and version v08152023 of the Merchant Agreement (also available at [https://clearent.com/sites/default/files/2023-08/Clearent\\_Merchant\\_Agreement\\_081523.pdf](https://clearent.com/sites/default/files/2023-08/Clearent_Merchant_Agreement_081523.pdf)), and which is hereby incorporated into and made part of this Merchant Application by reference, and has the requisite power and authority to complete, submit and bind the Merchant to the terms and conditions of the Agreement; (iii) represents and warrants that all information contained in this Merchant Application is true, correct and complete; (iv) confirms that Merchant has reviewed and agrees to be bound by the terms and conditions of the full Agreement; (v) authorizes Bank and Clearent to request a consumer credit report or reports from one or more consumer reporting agencies; (vi) agrees to allow the Bank and Clearent the right to conduct a physical inspection of Merchant's business premises to assure that the proper facilities, equipment, inventory, and necessary license or permit are present to conduct business; (vii) authorizes the Bank, Clearent or their agents to initiate credit and/or debit entries to the account identified in this Merchant Application for amounts originating under the Agreement; and (viii) agrees to maintain a sufficient balance in the authorized bank account to cover all liabilities incurred under the Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes any prior agreements and understandings between the parties. For purposes of this Merchant Application, "Bank" is the merchant bank named, and located at the address listed, in the top right-hand portion of this Merchant Application.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized officers:

Table with 4 columns: Principal Authorized Signer, Secondary Authorized Signer, Clearent Authorized Signer, Bank Authorized Signer. Each row includes Name Printed, Title, and Date fields.

Personal Guaranty

In consideration of Bank's acceptance of this Agreement, the individual signing hereby ("Guarantor") (i) certifies that he or she is an owner, partner or principal of the Merchant, (ii) agrees to unconditionally guarantee the performance of all obligations of Merchant to Bank and Clearent under the Agreement, and payment of all sums due thereunder, and (iii) acknowledges that he or she has received good and valuable consideration for the commitments made by him or her herein. This is a continuing guaranty and Guarantor agrees that it shall remain in full force and effect until the Agreement is terminated and any associated indebtedness by Merchant is paid in full. Notice of default by Merchant is hereby expressly waived, and it is expressly stipulated that no delay or omission on the part of Bank or Clearent in enforcing the collection of their claims or demands against Merchant shall be held to in any way impair or affect the liability of Guarantor hereunder. Guarantor waives any and all defenses based on suretyship or impairment of collateral. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank or Clearent in connection with the enforcement of this guaranty. This guaranty shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of Guarantor, Bank and Clearent.

Table with 4 columns: Guarantor Authorized Signer. Each row includes Name Printed, Title, and Date fields.

## TAXPAYER INFORMATION

To comply with Internal Revenue Service (IRS) and card association reporting requirements, we must know the legal name of your business and its Taxpayer Identification Number (TIN). Please complete the W-9 below, making sure it matches your EIN letter (IRS notification CP 575 A), a copy of your W-9, and/or your tax return. To see complete instructions for the W-9, go to <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Form **W-9** Department of the Treasury Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

**Name:** (as shown on your income tax return)

City of North Richland Hills

**Business name/disregarded entity name, if different:**

NRH2O Family Water Park

#### PART I

### Taxpayer Identification Number

Enter your TIN in the appropriate box. The TIN provided must match the name given Social security number on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Note: Please see detailed instructions at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

**Social Security No:**

**Employer Identification Number:**

\*\*\*\*\*5194

#### PART II

### Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

**Signature of U.S. Person:**

**Name Printed:**

**Title:**

**Date:**

## BANK DISCLOSURE

### MERCHANT SERVICES PROVIDER (PROCESSOR) CONTACT INFORMATION

**Name:** Clearent, LLC  
**Address:** 11330 Olive Blvd., Suite 200, Creve Coeur, MO 63141  
**Website URL:** www.clearent.com  
**Phone:** 314-732-0515

### MEMBER BANK INFORMATION

**Name:** Citizens Bank, N.A.  
**Address:** One Citizens Plaza, Providence, RI 02093  
**Phone:** 888-211-4057

### IMPORTANT MEMBER BANK RESPONSIBILITIES:

- The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
- The Bank must be a principal (signer) to the Merchant Agreement.
- The Bank is responsible for educating Merchants on pertinent Card Brand Association Rules with which Merchants must comply; but this information may be provided to you by the Processor.
- The Bank is responsible for and must provide settlement funds to the Merchant.
- The Bank is responsible for all funds held in reserve.

### IMPORTANT MERCHANT RESPONSIBILITIES:

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Card Organization thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Card Organization rules.
- Retain a signed copy of this Disclosure Page.

### MERCHANT RESOURCES:

- "Visa Regulations" from the Visa website - <https://usa.visa.com/support/merchant/library.html>
- "Mastercard Rules" from the Mastercard website - <https://www.mastercard.us/en-us/business/overview/support/rules.html>
- "Merchant Operating Guide" from the American Express website - <http://www.americanexpress.com/merchanttopguide>

The responsibilities above do not replace the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.

### MERCHANT INFORMATION

**Business Legal Name (Printed):** City of North Richland Hills  
**Business Address:** 9001 Boulevard 26 North Richland Hills, TX 76180  
**Business Phone Number:** 817-427-6500

<b>Signature Of Business Principal:</b>	<b>Name Printed:</b>	<b>Title:</b>	<b>Date:</b>
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## MERCHANT AGREEMENT (GOVERNMENT ACCOUNTS ONLY)

THIS MERCHANT AGREEMENT is entered into among (i) the party that signed the Merchant Application and is requesting the Services ("Merchant"), (ii) the Member Bank indicated on the Bank Disclosure Page of the Application ("Bank"), and (iii) Clearent, LLC ("Clearent").

The appendices, addenda, schedules, Card Acceptance Guide and Fee Schedule (if applicable) that accompany this Merchant Agreement, as amended from time to time as provided herein, are part of the terms and conditions of this Merchant Agreement, as are the Merchant Application and the Card Brand Rules, and are individually and collectively hereinafter referred to as the "Merchant Agreement".

Capitalized terms used and not otherwise defined herein will have their respective meanings set forth in Section 42 of this Merchant Agreement.

The parties hereby agree as follows:

**1. General.** Merchant agrees to participate in Clearent's Card processing program by honoring Cards and submitting Transactions and other electronic data to Clearent and Bank in accordance with the terms of this Merchant Agreement, the Card Acceptance Guide and applicable Card Brand Rules. Clearent and Bank are responsible to Merchant for processing Transactions under the Card Brand Rules for the Services to which Merchant subscribes, which may vary among Card types. Clearent and Bank have the authority, in their sole discretion, to provide the Services in accordance with internal risk policies. For purposes of clarity, Bank sponsors Clearent as a Member Service Provider under the Card Brand Rules. As between Bank and Merchant, Bank's responsibilities are limited solely to the sponsorship and the settlement of certain card transactions, submitted in accordance with this Merchant Agreement and the Card Brand Rules, and Bank will not have any obligation or liability of any nature in connection with any services or instructions of any kind provided by Clearent or its affiliates.

### 2. Merchant's Application and Information.

2.1 By completing the Merchant Application, Merchant applies for the Services covered by the Merchant Application and this Merchant Agreement. In their sole and absolute discretion, Clearent and Bank may accept or reject Merchant's Merchant Application. Merchant may present Transactions to Clearent and Bank only for the activities and in the volumes described on the Merchant Application, including the percentage of mail/phone order Transactions.

2.2 Clearent's obligations under this Agreement shall be conditional on Clearent successfully completing (which Clearent and Bank shall determine in their sole discretion) all required anti money laundering, counter terrorism financing and other applicable customer due diligence checks in respect of the Merchant. Clearent, and Bank may terminate this Agreement immediately on written notice to the Merchant in the event that such due diligence checks are not adequately (in Clearent's and Bank's sole discretion) completed.

### 3. Merchant's General Duties.

3.1 Merchant will comply with this Merchant Agreement (including the terms of the Card Acceptance Guide), the Card Brand Rules and all applicable federal, state and local laws, rules and regulations (collectively "Laws"), including but not limited to laws and regulations regarding anti-money laundering compliance, as they may be modified and amended from time to time, for submitting and processing Transactions with Bank and Clearent, performing its obligations under this Merchant Agreement, and otherwise conducting its business. Merchant is responsible for staying apprised of all applicable changes to the Card Brand Rules and maintaining compliance therewith. In the event of any inconsistency between this Merchant Agreement and the Card Brand Rules, the Card Brand Rules will govern. Merchant shall be charged an annual fee, beginning in the fourth month, for each Merchant account for governmental and Card Brand compliance in support of programs developed by Clearent to ensure compliance with all federal regulations as mandated, inclusive of, but not limited to annual income reporting, Tax ID Number (TIN) and legal name matching. Notwithstanding the foregoing, additional fees may be assessed for a non-matching TIN and legal name, and Merchant may be subject to back up withholding as mandated by the Internal Revenue Service (IRS).

3.2 Merchant, and neither Bank nor Clearent, is responsible for any advice from, acts of, as well as omissions, negligence, acts of fraud or acts of misconduct by Merchant's employees, processors, consultants, advisors, contractors, servicers, agents, officers and directors. Merchant, and neither Bank nor Clearent, is responsible for the use, unauthorized use or misuse of Merchant's equipment, POS Equipment, or software.

3.3 Merchant will use only the electronic processing formats provided or approved in advance by Bank and Clearent. Bank and Clearent may change such formats from time to time, and, upon notification, Merchant will comply with any changes.

3.4 Merchant consents to receiving electronically rather than in paper form all written notices, disclosures and other documents ("Documents") which are to be provided by Clearent or Bank to Merchant under this Merchant Agreement. To provide Documents electronically, Clearent will either (i) notify the Merchant via message on monthly billing statement, (ii) notify Merchant that a Document is available at its web site with a link to that specific page of the web site containing the Document, or (iii) send the Document to the electronic mail address provided by Merchant in the Merchant Application, or at such other address as any party may provide by written notice to the other parties. Merchant agrees that such notification may be sent to Merchant at the e-mail address provided as part of the Merchant Application. At Clearent's or Bank's election, Clearent or Bank may provide Documents to Merchant by mail. To provide Documents by mail, Clearent or Bank will send the notice to Merchant at Merchant's address to which Clearent mails Merchant's statements or at the Merchant's address provided on their Merchant Application or at such other address as Merchant may provide by written notice to the other parties. Merchant understands and acknowledges that access to the Internet and e-mail are required for Merchant to access a Document electronically and Merchant confirms that Merchant has such access. By consenting to electronic delivery as provided herein, Merchant agrees that electronic Documents and disclosures have the same meaning and effect as if provided in paper form. This consent applies to all future Documents and communications sent to Merchant in connection with this Agreement. **4. Acceptance Procedures.**

4.1 In accepting Cards for the purchase of Merchant's goods and services, Merchant will comply with the requirements of the Card Brand Rules, this Merchant Agreement and the Card Acceptance Guide, as the same are revised from time to time.

4.2 Merchant will obtain and record an Authorization for all sales in accordance with the Card Brand Rules before submitting them for processing.

4.3 Merchant will submit to Bank and Clearent a Transaction only if the Transaction is made or approved by the Cardholder who is issued the Card used for the Transaction. Merchant will not submit directly or indirectly: (a) any Transaction that Merchant knows or should have known to be illegal, fraudulent or not authorized by the Cardholder; (b) any Transaction that results from a transaction outside of Merchant's normal course of business, as described on the Merchant Application; or (c) any Transaction containing the account of a Card issued to Merchant or any account numbers issued to Merchant's business owners, family members and principals for Transactions that do not represent a purchase of goods or services from Merchant or a related credit. Further, Merchant may not under any circumstances present for processing or credit, directly or indirectly, a Transaction which originated with any other merchant or any other source other than Transactions arising from bona fide purchases from Merchant for the goods and services for which Merchant has been approved under this Merchant Agreement.

4.4 Merchant will retain in a secure and confidential manner original or complete and legible copies of each Sales Draft required to be provided to Cardholders, for at least 3 years or longer if required by law or the Card Brand Rules, and in compliance with Payment Card Industry ("PCI") Data Security Standards ("PCI DSS"). Merchant will store Sales Drafts in an area limited to selected personnel, and when record-retention requirements have been met, Merchant will destroy the records so that the same are rendered unreadable. Merchant will provide Clearent and/or Bank a copy of any Sales Draft upon request.

**5. Marketing.** In performing its obligations under this Merchant Agreement, Merchant shall adequately display Card Brand marks, symbols or logos as required by the Card Brand Rules. Notwithstanding the foregoing, Merchant may not (i) indicate or imply that the Card Brands, Clearent or Bank endorses any Merchant goods or services, (ii) refer to any Card Brand, Clearent or Bank in stating eligibility for Merchant's products, services or membership, or (iii) use any marks, symbols or logos owned by any Card Brand, Clearent or Bank for any purpose other than those permitted in the Card Brand Rules or the Card Acceptance Guide, after termination of this Merchant Agreement, or after the right to accept the cards of that Card Brand has ended.

## 6. Payments; Fees.

6.1 Fees and charges payable by Merchant for the Services shall be as set forth in this Merchant Agreement, the Merchant Application and/or the Fee Schedule addendum. Merchant is also liable for and agrees to pay any fines imposed on either Clearent or Bank by any Card Brand or debit Card network resulting from Chargebacks or with respect to Merchant's acts or omissions. Any amounts due and owing by Merchant under this Merchant Agreement that are not paid when due will incur a late fee equal to the lesser of (i) one and one half percent (1 1/2 %) per month of the unpaid amount, or (ii) the highest rate allowable by law, in each case compounded monthly.

6.2 Fees and charges owed by Merchant to Bank and Clearent may be deducted by Bank, through instruction from Clearent, from amounts due Merchant, or from the Settlement Account or from the Reserve Account. Merchant will pay the amounts due by the next business day if sufficient funds are not available in the Settlement Account. The following is a partial list of reasons for debits to the Settlement Account:

- Fees and Chargebacks not previously charged;
- All refunds processed on account of Cardholders;
- All taxes, penalties, charges and other items incurred by Bank or Clearent that are reimbursable pursuant to this Merchant Agreement;
- Processing Fees and the other fees or charges identified in this Merchant Agreement or on the Merchant Application or the terms of any other agreement Merchant has with Clearent.
- Any Card Brand fees, fines, penalties, or other charges assessed as the result of the Transactions; and
- Deposits posted in error.

6.3 Merchant acknowledges that all payments and credits provided to Merchant are provisional only and subject to suspension, to revocation, to Chargebacks and to adjustments in accordance with this Merchant Agreement, the Card Brand Rules and the Card Acceptance Guide. Bank, through instruction from Clearent, will provide provisional credit to Merchant for each valid Transaction which Merchant submits to Bank and Clearent by crediting Merchant's Settlement Account, provided Bank has received settlement for the valid Transaction by the Card Brand applicable to the Card used for the Transaction. Bank is not obligated to provide provisional credit to Merchant for Transactions submitted that are not valid Transactions, and may suspend or discontinue any provisional credit in Bank's and/or Clearent's sole and absolute discretion, including for any reason that would justify termination of this Merchant Agreement. **Provisional credit to Merchant for a Transaction disputed by a Cardholder for any reason is not final.**

## 7. Equipment; Supplies; Displays.

7.1 At Merchant's request, Clearent may supply Merchant with point-of-sale equipment ("POS Equipment") that Merchant may need to process and submit Transactions. Clearent will use good faith efforts to program the POS Equipment to operate at the Merchant locations in compliance with the Card Brand Rules; however, Clearent and Bank make no representations or warranties that Clearent's programming of the POS Equipment furnished by Clearent will operate in compliance with the Card Brand Rules.

7.2 All third party POS Equipment and services procured by Clearent under this Merchant Agreement are provided "AS-IS" but Clearent will, at Merchant's expense, use reasonable commercial efforts to assist Merchant in enforcing any warranty offered by the third party supplier of such POS Equipment or services.

7.3 Merchant will immediately notify Clearent of the third party it chooses to use or lease POS Equipment from ("Third Party Terminals") to process Transactions. If Merchant elects to use Third Party Terminals, Merchant assumes full responsibility and liability for any failure of that third party to comply with the Card Brand Rules, applicable Laws, or this Merchant Agreement. Neither Bank nor Clearent will be responsible for any losses or additional fees incurred by Merchant as a result of any error by a third party agent or a malfunction in a Third Party Terminal.

7.4 From time to time, Clearent or POS Equipment supplier may determine that POS Equipment software requires changes or updates. Merchant agrees that equipment which is configured for automatic upgrades may be upgraded by Clearent or POS Equipment supplier whenever Clearent or POS Equipment provider, in their sole discretion, determine it to be required. When equipment is not configured for automatic upgrades, Merchant agrees to assist Clearent or POS Equipment supplier in performing manual software upgrades whenever Clearent or POS Equipment provider, in their sole discretion, determine it to be required.

**8. Merchant Financial Information.** Merchant will provide Clearent and Bank with such financial statements and information concerning Merchant, its owners, principals, partners, proprietors, guarantors or its affiliates as Clearent or Bank may from time to time request. At any reasonable time, Clearent, Bank, any Card Brand or any other entity having authority has the right to examine the facilities, books and records of Merchant relating to this Merchant Agreement, including records of Transactions. Merchant agrees to provide reasonable access to such facilities, books and records as necessary to allow for such inspection.

## 9. Settlement Account.

9.1 Merchant must maintain a Settlement Account in Merchant's name in satisfactory condition at a depository institution under arrangements acceptable to Bank and Clearent. The Settlement Account will be subject to the provisions of Section 19 of this Merchant Agreement.

9.2 Merchant agrees to maintain a minimum balance of funds in the Settlement Account as Bank and Clearent may specify to Merchant in writing from time to time.

9.3 Subject to the terms and conditions of this Merchant Agreement, Bank, through instruction from Clearent, agrees to provisionally credit Merchant for each Transaction that Bank and Clearent accepts from Merchant. Merchant agrees that Bank may charge the Settlement Account for the amount of any Transaction processed under this Merchant Agreement that results in a Chargeback, or for any Sales Draft or other reimbursement or Processing Fees to which Bank or Clearent may be entitled.

9.4 Merchant agrees that Bank and Clearent may audit all Transaction calculations and that Bank shall have the right, without notice, to make withdrawals, deposits, or other adjustments to or from the Settlement Account for any deficiencies or overages.

9.5 If the Settlement Account is closed, Clearent, Bank and either of their designated representative may terminate this Merchant Agreement, effective immediately, upon written or oral notice (with written confirmation in the event of oral notice) unless Merchant opens another Settlement Account acceptable to Bank and Clearent. Merchant may change the Settlement Account upon prior written approval by Bank and Clearent, which approval will not be unreasonably withheld.

9.6 Merchant authorizes Clearent, Bank and either of their agents or designated representatives to initiate debit and credit entries and adjustments to the Settlement Account or the Reserve Account through the ACH settlement process for amounts due under this Merchant Agreement. This authorization will remain in full force and effect until termination of the Merchant Agreement and the full and final payment of all obligations of Merchant due under this Merchant Agreement. Merchant agrees to be bound by all applicable terms and provisions of the ACH Rules or other applicable Card Brand or network, in effect from time to time. Merchant acknowledges and agrees that Bank and Clearent will not be liable for any delays in receipt of funds, any failure by Merchant to receive funds, or errors in debit or credit entries caused by Merchant, or third parties, including but not limited to any Card Brand or any financial institution. For each returned ACH debit, Merchant will be assessed a fee of \$15.

## 10. Merchant's Business; Other Processors.

10.1 Merchant will provide Clearent and Bank at least 30 days prior written notice of its intent to (a) sell, assign or otherwise transfer any substantial part (10% or more) of the total stock or assets of, and/or to liquidate, Merchant or any location of Merchant that accepts Cards; (b) change Merchant's name or location; (c) change the management of Merchant's business; (d) change the basic type or nature of the business carried out by Merchant; or (e) change any material information concerning Merchant in the Merchant Application. Upon the occurrence of any such event, the terms of this Merchant Agreement may be modified to address issues arising there from, including but not limited to requirements of applicable Card Brands.

10.2 Merchant agrees that it will use Clearent as its exclusive provider of all Services unless specifically agreed to in writing by Clearent.

**11. Assignment.** Merchant will not assign, by operation of law or otherwise, this Merchant Agreement to another entity without the prior written consent of Clearant and Bank. Any transfer of voting control of Merchant shall be considered an assignment or transfer of this Agreement. Any attempt by Merchant to assign its rights or to delegate its obligations without Bank's and Clearant's consent will be void. The rights and obligations of Clearant and Bank hereunder may be assigned by Clearant and Bank with notice to Merchant. Merchant acknowledges that the transferable right of Clearant and Bank hereunder shall include, but shall not be limited to, the authority and right to debit Merchant's account(s) as described herein. Merchant shall have the right to terminate this agreement within 90 days of notice of Clearant or Bank assigning their rights.

**12. Merchant's Representations and Warranties.** Upon signing the Merchant Application, and each time Merchant submits a Transaction, Merchant represents and warrants to Clearant and Bank that: (a) each Transaction delivered hereunder represents a bona fide sale to a valid Cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the Cardholder, free from any claim demand, defense setoff or other adverse claim whatsoever; (b) each sales slip or other evidence of indebtedness accurately describes the goods and services which have been sold and delivered to the Cardholder; (c) Merchant has fully complied with this Merchant Agreement and all applicable Laws and the Card Brand Rules; (d) Merchant has fulfilled completely all of its obligations to the Cardholder and will resolve any customer dispute or complaint directly with the Cardholder; (e) the signature on the sales slip is genuine and authorized by Cardholder and not forged or unauthorized; (f) the Transaction has been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the Card Brand Rules; (g) none of the Transactions submitted hereunder represents sales to any principal, partner, proprietor, or owner of Merchant; (h) without limiting the generality of the foregoing, each Transaction and the handling, retention, and storage of information related thereto, complies with the Card Brand Rules as it relates to cardholder and transaction information security, including without limitation PCI DSS, Visa's Cardholder Information Security Program ("CISP"), MasterCard's Site Data Protection Program ("SDP"), Discover Information Security Compliance ("DISC"), and American Express's Data Security Requirements ("DSR"); (i) all of the information contained in the Merchant Application was true as of the date Merchant signed the Merchant Application and will be bound by this Merchant Agreement; (j) there have been no materially adverse changes in information provided in the Merchant Application or in Merchant's financial condition or management; (k) Merchant does not do business under a trade name or style not previously disclosed in writing, and there has been no change in the nature of Merchant's business or the product lines that Merchant sells not previously disclosed; (l) the person who executes the Merchant Application on behalf of Merchant has the full power and authority to execute the Merchant Application and to enter into this Merchant Agreement; (m) this Merchant Agreement is the legal, valid, and binding obligation of the Merchant enforceable against the Merchant in accordance with its terms; (n) Merchant has the power and authority to authorize the automatic funds transfer provided for in this Merchant Agreement; (o) the Settlement Account is owned and controlled by the Merchant and is a valid account for processing debit and credit transactions under this Merchant Agreement; (p) Merchant is not (i) a person or entity whose property is "blocked" and cannot be dealt in, or who or which is otherwise identified as the subject of U.S. economic sanctions administered by OFAC, or by being organized in or operating in or on behalf of a country, territory or government that is the subject of sanctions administered by OFAC, (ii) located in or operating under a license issued by a jurisdiction whose government has been identified by the U.S. Department of State as a sponsor of international terrorism under 22 U.S.C. 2371 or 50 U.S.C. App. 2405(j), (iii) located in or operating under a license issued by a jurisdiction that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which the U.S. is a member, or (iv) located in or operating under a license issued by a jurisdiction that has been designated by the U.S. Secretary of Treasury pursuant to 31 U.S.C. 5318A as warranting special measures due to money laundering concerns; and (q) Merchant will immediately notify Bank and Clearant of any material changes to any information provided herein including but not limited to a change in Merchant's legal entity, location, business type, or the types of goods and services offered for sale by Merchant. In the event that any of the foregoing representations or warranties is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a Transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any Transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such Transaction may be refused or charged back, and Merchant hereby agrees to pay (and Merchant's account(s) will be debited therefore) any additional fee that may be assessed for each such Transaction. Merchant shall not: (a) adapt, alter, modify, decompile, disassemble, reverse engineer, translate or create derivative works of Clearant's technology used to create and deliver the Services; (b) copy, distribute, encumber, sell, rent, lease, sublicense, loan, or otherwise transfer rights to the Services, or otherwise permit any third party to use the Services or use the Services on behalf of or for the benefit of any third party; (c) use, evaluate or view the Services for the purpose of designing, modifying, or otherwise creating any environment, program, or infrastructure or any portion thereof, which performs functions similar to the functions performed by the Services; or (d) remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels in the Services.

### 13. Merchant Web Sites; Third Party Servicers.

13.1 Merchant may use a point-of-sale software or a gateway service ("Third Party Servicers") that provides Merchant with an interface between Merchant and its customers so Merchant can accept sales from its customers. Merchant's choice of a Third Party Servicer is subject to Bank's and Clearant's approval. If Bank or Clearant do not approve of such Third Party Servicer, Merchant may select a new Third Party Servicer or terminate this Agreement. Notwithstanding any Third Party Servicer offered, suggested, or referenced by Bank or Clearant or its respective sales agents, and notwithstanding that a Third Party Servicer's terms of service or application are included in the Merchant Application, Merchant acknowledges that all issues concerning its Third Party Servicer, including, but not limited to, its service and functionality, are solely between Merchant and such Third Party Servicer. The fees and terms for Merchant's Third Party Servicer and any services or products offered by such Third Party Servicer may be set forth in the Merchant Application or, if applicable, stated in a separate agreement between Merchant and its chosen Third Party Servicer.

13.2 Programming of Merchant's web site, technical support, and its functionality with the Third Party Servicer chosen by Merchant, are the sole responsibility of Merchant. Neither Bank nor Clearant shall be liable in any manner whatsoever for any errors, disruptions or security breaches related to Merchant's web site or any Third Party Servicer. Merchant will be liable to and indemnify Bank and Clearant for all fees and liabilities incurred by Bank and Clearant regarding any errors, disruptions or security issues related to Merchant's web site or any Third Party Servicer. Merchant will cause all of its Third Party Servicers to comply with the requirements of PCI DSS, DISC, SDP, DSR and CISP, in effect and as may be amended, supplemented or replaced from time to time, and any data security guidelines or operating guide provided by Bank, Clearant or Card Brands at all times. Merchant will disclose to Clearant in writing all Third Party Servicers and any other third parties with access to Cardholder data, including their full legal name and contact information.

### 14. RESERVED

### 15. Limitation of Liability.

15.1 Clearant and Bank shall not be liable for failure to provide the Services if such failure is due to any cause or condition beyond such party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God, acts of the public enemy (excluding security incidents), acts of the government in either its sovereign or contractual capacity (excluding security incidents), fires, floods, epidemics, pandemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, the errors or failures of third party systems, or other similar causes beyond such party's control.

15.2 Neither Clearant nor Bank undertakes any duties to Merchant other than the duties expressly provided for in this Merchant Agreement, and any and all other or additional duties that may be imposed upon Clearant or Bank in law or equity are hereby irrevocably waived and released to the maximum extent permitted by law. For the avoidance of doubt, neither Bank nor Clearant will have any liability to Merchant pursuant to any duties other than those set forth in Section 1. In any event, Clearant's and Bank's cumulative liability to Merchant, whether arising in contract, tort (including without limitation negligence and strict liability) or otherwise, shall not exceed the maximum amount of insurance coverage or \$50,000, whichever is greater.

15.3 UNDER NO CIRCUMSTANCES SHALL CLEARANT OR BANK BE LIABLE FOR ANY INTERRUPTION OR LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THIS MERCHANT AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, WHETHER OR NOT SUCH LOSS OR DAMAGES WERE FORESEEABLE OR CLEARANT OR BANK WAS ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

15.4 In no event will Clearant or Bank be liable for any claim, loss, billing error, damage, or expense arising out of or relating in any way to this Merchant Agreement which is not reported in writing to Clearant or Bank within 30 days of such failure to perform or, in the event of a billing error or adjustments to the Settlement Account, within 60 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.

### 16. Term; Termination.

16.1 The initial term of this Merchant Agreement shall be for the term of 1 year (the "Initial Term"), and Merchant may renew this Merchant Agreement for successive 1-year periods unless this Merchant Agreement is terminated as set forth herein.

16.2 Bank or Clearant may terminate this Merchant Agreement, without cause, upon 30 days prior written notice to the other parties. Merchant may terminate this Merchant Agreement, without cause, upon 45 days prior written notice to the other parties.

16.3 Bank or Clearant may terminate this Merchant Agreement in its sole and absolute discretion, effective immediately, upon written, electronic or oral notice to Merchant, if Bank or Clearant reasonably determines that any of the following conditions exists: (a) Merchant has violated any provision of this Merchant Agreement; (b) there is a material adverse change in Merchant's financial condition, or Bank or Clearant determines in its sole discretion that Merchant's processing activity could result in a loss to Bank or Clearant; (c) a petition in bankruptcy has been filed by or against Merchant, the Merchant is generally unable to pay its debts as they become due, a receiver, custodian, trustee, liquidator or similar official is appointed for a substantial portion of Merchant's business, there is a general assignment for the benefit of creditors, or the business terminates; (d) the Card Brand Rules are amended in any way so that the continued existence of this Merchant Agreement would cause Bank or Clearant to be in breach of such Card Brand Rules; (e) any guaranty supporting Merchant's obligations is revoked, withdrawn or terminated or altered in any way; (f) any circumstances arise regarding Merchant or its business that create or have the potential to create harm or loss of goodwill to any Card Brand; or (g) if required by a Card Brand or governmental authority to terminate this Merchant Agreement.

16.4 Merchant may terminate this Merchant Agreement in the event of a material breach of the terms of this Merchant Agreement by Bank or Clearant, provided Merchant gives Bank and Clearant written notice of any alleged breach and such breach remains uncured for a period of 30 days following receipt of written notice by Bank and Clearant.

16.5 The parties acknowledge and agree that in addition to all other remedies available to Bank and Clearant under this Merchant Agreement or as otherwise available in law or equity, if this Merchant Agreement is terminated by Merchant other than pursuant to Section 16.4 or by Bank or Clearant pursuant to Sections 9.5 or 16.3, Merchant agrees to pay Bank and Clearant an account closure fee in the amount defined in the Merchant's Fee Schedule per location or the maximum amount allowed by law (the "Termination Fee"). If no Termination Fee is listed in the Merchant's Fee Schedule, then the Termination Fee shall be \$395.00. Merchant agrees that such Termination Fee shall also be due to Bank and Clearant if Merchant discontinues submitting sales volumes and average transaction amounts that meet or exceed Merchant's projections contained in the Merchant Application during the term of the Merchant Agreement for a period of 90 consecutive days, and is not designated on the Merchant Application, or by notice to Bank and Clearant, as a seasonal merchant or as otherwise agreed to by Bank and Clearant. The Termination Fee shall be immediately due and payable to Clearant and Bank, and Merchant hereby authorizes Clearant and Bank, through instruction from Clearant, to deduct this amount from Merchant's Settlement Account or Reserve Account, or otherwise withhold the total amount from amounts due to Merchant, immediately on or after the effective date of termination. If Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Clearant and Bank from amounts due to Merchant, Merchant shall pay Clearant and Bank the amount due within 10 days of the date of Clearant and Bank's invoice for same. Merchant acknowledges and agrees that the Termination Fee is not a penalty, but rather is a reasonable computation of the financial harm caused by the termination of this Merchant Agreement by Merchant. Such amounts shall not be in lieu of, but in addition to any payment obligations for Services already provided hereunder (or that Clearant and Bank may continue to provide), and any and all other damages to which Clearant and Bank may be entitled hereunder. For the avoidance of doubt, unless otherwise explicitly set forth in this Merchant Agreement, Merchant shall be required to pay a Termination Fee in connection with termination of this Merchant Agreement.

16.6 Bank's or Clearant's rights of termination under this Merchant Agreement are cumulative. A specific right of termination shall not limit any other right of Bank or Clearant to terminate this Merchant Agreement expressed elsewhere in this Merchant Agreement. Notice of termination may be given orally or in writing, and if given orally, shall be confirmed in writing.

16.7 Upon termination, Merchant's rights to complete Transactions and submit them to Bank and Clearant, and to use Transaction form or formats, promotional material and any other items provided by Bank or Clearant, will cease. Any Transaction that is accepted by Clearant and Bank after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed.

16.8 Termination of this Merchant Agreement shall not affect Merchant's obligations which have accrued prior to termination.

16.9 Sections 3.4, 4, 9, 10, 12, 14, 15, 16, 17, 18, 19, 20, 22, 25, 27, 28, 32, 33, 35, 38, 39, 40 and 41 will survive termination of this Merchant Agreement.

17. **Chargebacks.** To the extent that Bank and/or Clearant has paid or may pay a Chargeback, Merchant will be obligated to reimburse Bank and/or Clearant for any such sums paid and for related fees. A list of some common reasons for Chargebacks is contained in the Card Acceptance Guide provided; however, such list is not exclusive nor exhaustive and does not limit the generality of the foregoing. Merchant understands that obtaining an authorization for any Transaction shall not constitute a guarantee of payment, and such Transaction can be returned or charged back to Merchant like any other item hereunder. Merchant acknowledges that its right to receive any amounts due from Bank or Clearant is subject to Bank's and Clearant's security interest and right of set off as set forth in this Merchant Agreement.

### 18. Reserve Account.

18.1 At any time, Bank (including at the instruction of Clearant) may, at its option, establish a reserve account to secure the performance of Merchant's obligations (the "Reserve Account"). The Reserve Account may be funded through any or all of the following: (a) at the request of Clearant or Bank, Merchant will deposit funds in the Reserve Account within 1 business day after receiving Clearant's or Bank's oral or written request; or (b) without prior notice to Merchant, the transfer by Bank (including at the instruction of Clearant) into the Reserve Account of funds deducted from any payment due to Merchant or from any funds in the Settlement Account or any other deposit account, including certificates of deposit,

of Merchant with a designated depository or other financial institution. Merchant authorizes deductions from its accounts by ACH entry, sight draft, preauthorized check, reverse wire, or otherwise as Bank or Clearent deems appropriate under the circumstances. Whenever the balance in the Reserve Account is less than the minimum balance required, or is otherwise deficient, the same procedures set forth herein shall be followed in order to cure the deficiency. Without limiting Bank's or Clearent's remedies, Merchant's failure to deposit any deficiency on time will permit Bank or Clearent, without advance notice, to suspend or cease processing additional Transactions or terminate this Merchant Agreement, as determined by Bank or Clearent in its sole discretion.

18.2 Merchant acknowledges and agrees that the Reserve Account may contain both funds deposited by the Merchant and funds of other merchants of the Bank or Clearent. The Reserve Account will be separate from the Settlement Account. Merchant shall have no right of withdrawal from the Reserve Account. The Reserve Account shall be under the sole control of Bank, and Clearent shall not have access to or hold funds in the Reserve Account. Any funds held in the Reserve Account shall not bear interest.

18.3 At any time in Bank's or Clearent's sole and absolute discretion, Bank or Clearent may (i) designate the minimum balance required to be deposited in the Reserve Account, (ii) require that the amount on deposit in the Reserve Account be increased, (iii) require that the Merchant deposit, or Bank (including at the instruction of Clearent) may deposit for Merchant into the Reserve Account a percentage of, or a fixed amount from each Transaction processed, or (iv) otherwise determine the amount to be deposited in the Reserve Account.

18.4 If funds are not available in the Settlement Account, Merchant hereby agrees that Bank (including at the instruction of Clearent) may, without prior notice to Merchant, deduct from the Reserve Account any obligation of Merchant to Clearent or Bank under this Merchant Agreement, including all fees, chargebacks and any and all additional fees, and sums sufficient to reimburse Clearent or Bank for the amount of any fines, penalty amounts and charges due to the Card Brands.

18.5 Bank may continue to hold or deposit funds in the Reserve Account after termination of this Merchant Agreement. All provisions which apply to a pre-termination Reserve Account will apply after termination, including requiring a minimum balance as determined by Bank or Clearent in their sole discretion and replenishment of deficiencies. The funds will be held by Bank or its designated agent for a period of not less than one hundred eighty (180) days from the date of the last Transaction processed under the Merchant Agreement, plus the period of any warranty, guarantee, and/or return policy on goods and/or services sold. Bank will return the balance in the Reserve Account to Merchant after Bank and Clearent reasonably determine that the risk of chargebacks and other fees has ended and after deducting all amounts that Merchant owes to Bank and Clearent under this Merchant Agreement or any other agreement. Under no circumstance shall the amount collected as a Termination Fee under the terms of this Merchant Agreement be construed to satisfy the requirements of this section.

## 19. RESERVED.

19.1

## 20. Waiver of Jury Trial; Governing Law; Venue.

20.1 THE PARTIES SPECIFICALLY MAY AGREE TO WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS MERCHANT AGREEMENT, OR BETWEEN THE PARTIES FOR ANY REASON AT THE TIME OF THE DISPUTE.

20.2 THIS MERCHANT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, NOTWITHSTANDING ANY CONFLICTS OF LAWS PRINCIPLES.

20.3 MERCHANT AND GUARANTOR HEREBY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN TARRANT COUNTY, TEXAS FOR ANY DISPUTE ARISING OUT OF THIS MERCHANT AGREEMENT.

21. **Amendments.** Bank and Clearent may amend this Merchant Agreement at any time by providing Merchant with 15 days' prior notice by: (a) sending Merchant written notice of such amendment in accordance with Section 3.4, or (b) posting such amendment to Clearent's web site and providing Merchant with electronic notice as provided in Section 3.4. The amendment will become effective on the effective date stated in such notice, provided however if such amendment increases Merchant's fees (other than with respect to any pass through of third party costs, including Card Brand fees, interchange, dues and assessments, or in connection with regulatory changes or introduction by Clearent or Bank of new products or services), Merchant will have the right to terminate this Merchant Agreement by providing Clearent and Bank written notice thereof before the effective date. Bank and Clearent may amend this Merchant Agreement upon less than 15 days' prior notice if Bank or Clearent reasonably determines immediate modification is required by Law, the Card Brand Rules, any adverse change in Merchant's financial condition or if Merchant's sales volume or average transaction amount does not meet Merchant's projections contained in the Merchant Application.

22. **Waiver.** Bank's or Clearent's failure to enforce this Merchant Agreement will not waive Bank's or Clearent's rights under this Merchant Agreement. Waivers of any provision of this Merchant Agreement must be in writing and signed by Bank and Clearent. A waiver in one instance will not apply to other occasions unless that intent is clear from the signed waiver.

23. **Reports About Merchant; Exchange of Information.** From time to time, Clearent and Bank may obtain credit and other information on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant, from others (such as customers and suppliers of Merchant, lenders and credit reporting agencies), and furnish information on Merchant's relationship with Clearent and Bank and Clearent's and Bank's experience with Merchant to others seeking the information, including without limitation the IRS pursuant to any reporting requirements currently in place or those that may be enacted at any time by the United States government or any of its authorized agencies, any Card Brand, or any of their member financial institutions, or any other third party, without any liability whatsoever to Clearent or Bank.

24. **Account Monitoring.** Merchant agrees that Clearent or Bank may upon reasonable grounds, divert the disbursement of Merchant's funds to the Reserve Account and/or temporarily suspend processing under this Merchant Agreement

and/or terminate this Merchant Agreement, and Clearent shall provide Merchant with notice of such action. Reasonable grounds shall include, but not be limited to, the following: suspicious or unusual Transaction activity; material variance in the nature of Merchant's business, type of product and/or service sold, average ticket size, monthly volume or swiped/keyed percentages, from such disclosures made by Merchant in this Merchant Agreement; Merchant does not authorize Transactions; receives excessive retrieval requests against Merchant's prior activity; or excessive ACH rejects or Chargebacks are debited against Merchant's prior activity. If Merchant's funds are diverted by Clearent or Clearent has temporarily suspended processing under this Merchant Agreement, such diversion or suspension shall be for any reasonable period of time required by Clearent to fully investigate Merchant's account activity and resolve, to Clearent's sole satisfaction, the subject questionable, suspect or fraudulent Transactions or activity of Merchant. Any funds diverted shall be maintained in a non-interest bearing account at Bank. Bank and Clearent shall have no liability for any losses, either direct or indirect, which Merchant may attribute to any diversion of funds, suspension of processing or termination of this Merchant Agreement by Clearent pursuant to this section. Clearent will assess all fees and expenses incurred in relation to its investigation of suspicious or unusual Transaction activity, which includes activity that deviates from this Merchant Agreement, and Merchant shall be responsible for the payment or reimbursement of all such fees and expenses.

## 25. Cardholder Account Information; Compliance with PCI DSS.

25.1 Merchant agrees that it will not disclose any Cardholder account information or other personal information to a third party for any purpose except to complete a Transaction pursuant to the Card Brand Rules or as otherwise required or permitted by the Card Brand Rules or Law. Merchant agrees that it will not request or use Cardholder account information for any purpose that Merchant knows or should have known to be fraudulent or in violation of the Card Brand Rules or for any purpose that the Cardholder did not authorize. Merchant agrees that it will only hold cardholder account information in compliance with PCI DSS. Merchant will allow Card Brands, Clearent or the Bank to audit its PCI DSS compliance and information technology systems from time to time. In the event of any actual or suspected loss or theft of Cardholder account information, Merchant is required to contact Bank and Clearent within 24 hours after becoming aware of such security breach. Merchant shall be responsible, at its own expense, to (i) perform or cause to be performed an independent investigation of any data security breach of Card or Transaction data, (ii) perform or cause to be performed any remedial actions recommended by such investigation, and (iii) fully cooperate with Bank, Clearent, the Card Brands or the United States government or any of its authorized agencies in the investigation and resolution of any security breach. After Merchant's Merchant Application has been accepted, Merchant shall receive information from Clearent about how to become and remain "PCI Compliant", which currently requires the Merchant to complete a PCI DSS Self-Assessment Questionnaire on an annual basis, and if applicable, to complete quarterly network vulnerability scans. The requirements to maintain status as PCI Compliant may change from time to time, and such requirements will be communicated to Merchant in writing. Merchant will be subject to a PCI Non-Compliance Fee each month that Merchant is not PCI Compliant. In addition, Merchant shall promptly pay any fines, fee or penalties that may be assessed by any Card Brand or any governmental authority as the result of its non-compliance with PCI DSS.

## 26. Privacy

26.1 Merchant is and shall remain the Controller of all Personal Data provided or made accessible by Merchant to Clearent under this Agreement. Where Clearent Processes Merchant Personal Data, Clearent shall be considered a Service Provider or Processor (as those terms are defined under Applicable Data Protection Laws). Clearent will collect and Process such Merchant Personal Data in accordance with (i) the instructions of Merchant, (ii) as necessary to carry out the business purposes of the Agreement, (iii) as otherwise authorized by Merchant in writing; and/or (iv) as permitted or required under Applicable Data Protection Laws. Clearent will: (a) require any persons authorized to Process Personal Data in performance of the Services to commit themselves to confidentiality; (b) only collect, use, retain, or disclose this Personal Data for the purpose of providing the Services specified in this Agreement for Merchant, or as otherwise permitted by Applicable Data Protection Laws; (c) not use, retain, or disclose this Personal Data for any purpose (including for a commercial purpose) outside of providing the Services for Merchant and/or as otherwise allowed by this Agreement, except for: (i) solely internal uses, limited to the improvement of its Services; and (ii) detecting security incidents and protecting against fraudulent or illegal activity; (d) upon the expiration of the Agreement or termination of the Services, no longer Process Merchant Personal Data except as permitted by this Agreement or otherwise required by Applicable Data Protection Law; (e) not "sell" or "share" any such Personal Data as those terms are defined under Applicable Data Protection Laws with any third party, nor combine Personal Data from the Merchant with Personal Data of any person(s) collected from Clearent's own interaction with a consumer except as permitted by Applicable Data Protection Law and/or this Agreement; (f) ensure that any Subprocessors appointed by it (in accordance with Section 26.5) are bound by terms similar to those of this Section 26.1; (g) taking into account the nature of Clearent's Processing and the information available to Clearent, provide reasonable assistance to Merchant in complying with Merchant's obligations under Applicable Data Protection Laws; (h) to the extent reasonably practical, on the expiration or termination of this Agreement and upon reasonable request and notice from Merchant, promptly return or delete all Merchant Personal Data, unless Applicable Law prevents Clearent from doing so; (i) notify Merchant as soon as reasonably possible after discovery of a Personal Data Breach relating to the Merchant Personal Data; and (j) take appropriate and reasonable technical and organisational measures against the unauthorized or unlawful processing of Merchant Personal Data, and against the accidental loss or destruction of, or damage to Merchant Personal Data.

26.2 In the event that Clearent determines that it can no longer meet its obligations under this Agreement, notify Merchant as soon as reasonably possible allowing Merchant the right to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data.

26.3 In the event that Clearent receives any complaint, notice, request, or communication (from either a Supervisory Authority or a Data Subject in relation to their rights), Clearent shall notify Merchant and provide reasonable co-operation and assistance to Merchant in responding to such complaints, notices, requests, or communications, if and only to the extent Merchant cannot otherwise address the complaints, notices, requests, or communications without Clearent's assistance.

26.4 Merchant may, upon reasonable notice, request (a) information reasonably necessary to establish that Clearent has met its obligations under this Agreement; and (b) an assessment or audit, by itself or through an independent third-party auditor, of Clearent to ensure its compliance with obligations under this Agreement or Applicable Data Protection Laws. The audit may be carried out once in any calendar year at Merchant's sole expense, shall be subject to all applicable confidentiality obligations agreed to by Merchant and Clearent, and shall be conducted in a manner that makes reasonable efforts to minimize any disruption of Clearent's performance of the Services and other normal operations.

26.5 Merchant hereby grants general authorization to Clearent to utilize Subprocessors (e.g. subcontractors) in providing the Services under this Agreement. Clearent shall provide Merchant with a list of current Subprocessors upon reasonable request, and shall inform Merchant of any intended changes concerning the addition or replacement of Subprocessors, to which changes Merchant has the right to reasonably object. The Parties agree to operate in good faith to resolve any objections. Clearent shall enter into a written agreement with each Subprocessor that imposes materially similar obligations as Clearent's obligations as set forth under this Agreement.

26.6 Merchant warrants and undertakes that: (a) it will comply with all of its obligations under Applicable Data Protection Laws; (b) its disclosure to and Clearent's Processing of Merchant Personal Data in accordance with this Agreement complies with Applicable Data Protection Laws; and (c) it has identified suitable lawful bases for Clearent's Processing of Merchant Personal Data; (d) it has notified Data Subjects of Clearent's Processing of Merchant Personal Data, and obtained consents where required; and (e) where relevant, it has obtained the specific consent of Data Subjects in accordance with Applicable Data Protection Laws to permit the sending of unsolicited electronic direct marketing communications.

26.7 Notwithstanding anything else in this Section 26 or the Agreement to the contrary, Merchant acknowledges and agrees that Clearent will be entitled to aggregate and/or anonymize Merchant Personal Data and to use such aggregated and/or anonymized data for its business purposes during and after the Term.

26.8 Merchant agrees that this Agreement (including the Merchant Application), constitutes its complete and final instructions to Clearent in relation to the Processing of Personal Data.

26.9 Merchant acknowledges that Clearent may disclose information, which may include Merchant Personal Data to any Supervisory Authority, law enforcement authority or regulatory authority.

26.10 Merchant acknowledges and agrees that Clearent may use the personal information it collects from Merchant to

communicate with Merchant by email and send Merchant information about its exclusive offers and promotions, as well as the exclusive offers and promotions of Clearant's third-party partners. Merchant may opt-out of receiving promotional emails from Clearant and its third party partners at any time by contacting Clearant or clicking the 'unsubscribe' button in the emails. Additional information regarding how to contact Clearant and its privacy practices is available in the Clearant group privacy notice available at this link: <https://www.xplortech.com/us/privacy-notice>. Additional information regarding our third-party partners' privacy practices can be found by clicking on the links contained within the body of the email and navigating to our partners' websites.

#### 27. RESERVED

**28. Notices.** All notices required by this Merchant Agreement will be in writing (hard copy or electronic) and will be effective when delivered to and received by (i) Clearant at the return address on the Merchant's Card processing statements, (ii) Bank at the address designated on the Merchant Application, and (iii) Merchant in accordance with Section 3.4. Any address Merchant designates may also be the address to which Clearant mails Merchant's statements. Delivery by facsimile transmission or electronic mail will be considered effective when sent to the facsimile transmission number or email address that has been provided to Clearant.

**29. Entire Agreement.** This Merchant Agreement constitutes the entire agreement between Merchant and Clearant and Bank for the Services covered by this Merchant Agreement and supersedes all prior or contemporaneous negotiations, stipulations or agreements relating thereto, whether oral or in writing. If any provision of this Merchant Agreement is held to be unenforceable, the other provisions remain effective.

**30. Effective Date.** Subject to section 2.2, this Merchant Agreement becomes effective from the date that the first Transaction is processed hereunder.

#### 31. Financial Accommodation; Bankruptcy.

31.1 Merchant will notify Bank and Clearant immediately if any bankruptcy, insolvency or similar petition is filed by or against Merchant. Merchant acknowledges that the acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event of Merchant's bankruptcy, this Merchant Agreement cannot be assumed or assigned, and Clearant and Bank shall be excused from performance hereunder.

31.2 Merchant acknowledges and agrees that in the event of a bankruptcy proceeding, Merchant must establish a Reserve Account or maintain a previously established and then current Reserve Account in amounts required by Bank and Clearant and in accordance with any Reserve Account provision specified in this Merchant Agreement. Bank will have the right to setoff against the Reserve Account for any and all obligations which Merchant may owe Bank or Clearant, without regard as to whether the obligations relate to Transactions initiated or created before or after the filing of the bankruptcy petition.

**32. Warranty.** BANK AND CLEARANT SPECIFICALLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER BANK NOR CLEARANT GUARANTEES OR WARRANTS THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

**33. Independent Contractors.** Clearant and Bank and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective employees or agents, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Merchant Agreement shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Clearant and Bank and Merchant.

**34. Special Provisions Regarding EBT Transactions.** Acceptance by Merchant of EBT transactions is governed by specific provisions of the Card Acceptance Guide. In accepting these transactions, Merchant agrees to abide by these provisions and failure to do so may result in additional fees.

#### 35. Limited Acceptance.

35.1 If appropriately indicated on the Merchant Application, Merchant shall be a limited acceptance merchant, which means that Merchant has elected to accept only certain Visa and MasterCard Card types as indicated on the Merchant Application, or via later notification. The Visa or MasterCard credit acceptance option on the Merchant Application refers to Visa credit and business transactions, and is what MasterCard refers to as "Other Card" transactions. Notwithstanding anything to the contrary in the Merchant Application, Merchant can elect (i) to accept only Visa or MasterCard non-PIN based debit/stored value/electronic benefit transactions (sometimes referred to as "signature debit" transactions, whether or not an actual signature is required), (ii) to accept only Visa or MasterCard Credit transactions, or (iii) to accept all Visa or MasterCard credit and signature debit transactions; provided, however, that a Merchant who accepts any Visa or MasterCard Card types must accept all valid Visa or MasterCard Card types issued by a non-U.S. issuer. Merchant is not required to accept Cards of Card Brands other than Visa or MasterCard in order to accept Visa or MasterCard Cards (except that transactions using Diner's International Cards which also carry the MasterCard trademark must be accepted if Merchant accepts MasterCard Card transactions of the same type). Neither Clearant nor Bank has any obligation other than those expressly provided under this Merchant Agreement or the Card Brand Rules and applicable Law as they may relate to limited acceptance. Neither Clearant's nor Bank's obligations include policing card types at the point-of-sale. Merchant will be solely responsible for the implementation of its decision for limited acceptance including but not limited to policing the Card Brand type(s) of transactions at the point-of-sale submitted for processing by Clearant. Should Merchant submit a Transaction for processing for a card type it has indicated it does not wish to accept, Clearant may process that Transaction and Merchant will pay the applicable fees, charges, and assessments associated with that Transaction. Merchant will comply with any applicable Laws and Card Brand Rules and other applicable rules and regulations for the Card Brand type processed.

35.2 If Merchant has chosen to accept Discover network Cards in the Merchant Application, Merchant must accept Discover network Cards at all Merchant establishments, including in payment for purchases of goods and services, for charitable contributions and for Cash at Checkout Transactions (subject to the terms of the Card Brand Rules and other applicable rules and regulations), when properly presented for payment by a Cardholder. Subject to this section, Merchant must create a Sales Draft for each Discover network Card Transaction and deliver at least one copy of the Sales Draft to the Cardholder. A Merchant may issue a Cash at Checkout (subject to the terms of the Card Brand Rules) in connection with a Discover network Card Transaction. Merchant must deliver a single Authorization request for the aggregate total of the goods/services purchase amount and the Cash at Checkout amount. In addition, the Sales Draft must include both the purchase amount and the Cash at Checkout amount.

**36. Binding Effect.** This Merchant Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**37. Signature Provisions.** Any duplicate original (whether digital, photographic, or otherwise) or electronic record of this Merchant Agreement shall have the same force and effect as the original form of this Merchant Agreement. By signing the Merchant Application or by submitting Transactions, Merchant accepts and agrees to the terms and conditions of this Merchant Agreement.

**38. Required Merchant Information.** The USA PATRIOT Act and other applicable Laws require all financial institutions with which Clearant has relationships to obtain, verify, and record information that identifies each person (including business entities) who seeks to open an account with a financial institution. As a result of Merchant's status as an account holder with Bank, Merchant shall provide documentary verification of Merchant's identity, such as a driver's license or passport for an individual and certified copy of organization documents for an entity in manner acceptable to Bank and Clearant. Bank and Clearant reserves the right to verify Merchant's identity through other non-documentary methods as

Bank or Clearant deems appropriate in its sole discretion. Bank and Clearant may retain a copy of any document it obtains to verify Merchant's identity with the financial institution.

**39. Continuing Guaranty.** As a primary inducement to Clearant and Bank to enter into this Merchant Agreement, and to approve the Merchant Application of Merchant, the Guarantor(s), jointly and severally, who signed on the Guarantor

signature line(s) on the Merchant Application, agree to be bound by all terms and provisions of this Merchant Agreement to the same extent and in the same manner as Merchant. Guarantor(s) understands that Clearant or Bank, without notice to Guarantor(s), may from time to time renew or extend this Merchant Agreement, modify rates, limits, charges and fees, or modify the amount or type of services provided to Merchant all of which may increase the Guarantor's obligations under this Guaranty. Guarantor(s) further understands that Clearant or Bank may proceed directly against Guarantor(s) without first exhausting Clearant's or Bank's remedies against the Merchant, any other person or entity responsible to Clearant or Bank or any security held by Clearant or Bank.

**40. Taxes.** Unless Merchant is otherwise exempt, and, if applicable, provides a valid exemption certificate, Merchant agrees to pay any taxes imposed on the services, equipment, supplies, and other property provided under this Merchant Agreement, and Merchant authorizes Clearant to increase the amount collected from Merchant to reflect any and all assessments or increases in the sales, use, occupational, property, lease, or other taxes imposed on such sale or lease of services, tangible property, intellectual property, equipment, supplies, and other goods purchased. Clearant or Bank may deduct withholding taxes, if any, from proceeds payable to Merchant where required under applicable law.

**41. No Transfer of Rights.** No transfer, grant or license of rights under any patent or copyright or to any intellectual property, proprietary information and/or trade secret is made or is to be implied by this Merchant Agreement except as may be expressly stated otherwise herein

**42. Definitions.** As used in this Merchant Agreement, the following terms will have the following meanings:

**"ACH Rules"** means collectively, the National Automated Clearing House Association ("NACHA") Operating Rules and NACHA Operating Guidelines, as the same are amended from time to time.

**"Applicable Data Protection Laws"** means all laws and regulations applicable to the Processing of Personal Data, which may include, but is not limited to, local, state, federal, and international cybersecurity and breach notification laws and regulations; the California Privacy Rights Act of 2020 ("CPRA"); the Virginia Consumer Data Protection Act ("VCDPA"); the Colorado Privacy Act ("CPA"); the Utah Consumer Privacy Act ("UCPA"); and the Connecticut Data Privacy Act ("CTDPA"), each when and as applicable, and each as they come into effect and/or as may be amended from time to time.

**"Authorization"** means approval by, or on behalf of, the Card issuer to validate a Transaction for a Merchant or another affiliate bank. An Authorization indicates only the availability of the Cardholder's credit limit at the time the Authorization is requested.

**"Card"** means a valid credit card or debit card bearing the service mark of Visa, MasterCard, Discover, American Express, private-label credit card, ATM/debit card, or any other card which Bank may at any time specify in writing as an additional Card payment option available to a Merchant.

**"Cardholder"** (sometimes referred to as "Card Member" in Card Brand materials) means the individual whose name is embossed on a Card and any authorized user of such Card.

**"Card Brand"** means any entity formed to administer and promote Cards, including, without limitation, American Express Travel Related Services Company, Inc.; Discover Financial Services, LLC; MasterCard International, Inc.; VISA U.S.A., Inc.; and VISA International, Inc., and in the case of debit Transactions, the debit networks.

**"Card Brand Rules"** means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Brand.

**"Cash at Checkout"** means a Transaction using a Discover network Card whereby the Cardholder elects to receive additional cash in excess of the purchase price, all as provided by the Card Brand Rules of Discover.

**"Chargeback"** means the procedure by which a Sales Draft or other indicator of a Transaction (or disputed portion thereof) is returned to Bank or the issuer, the liability for which is the Merchant's responsibility.

**"Merchant Personal Data"** means Personal Data relating to Merchants, its customers, Cardholders and/or end users.

**"Personal Data"** means any information relating to an identified or identifiable natural person hosted or Processed by Clearant pursuant to this Agreement. Where applicable, Personal Data shall include the definition of "Personal Information" set out under Cal. Civ. Code § 1798.140(o)(1) as well as similar terms set out under Applicable Data Protection Laws.

**"Processing Fees"** means the fees payable by Merchant to Bank and Clearant for the Services Bank and Clearant provides to Merchant in connection with the Merchant Agreement, as the same may be revised from time to time.

**"Sales Draft"** means evidence of a purchase of goods or services by Cardholder from Merchant using a Card, regardless of whether the form of such evidence is in paper, electronic or otherwise, all of which must conform to Card Brand Rules.

**"Services"** means the activities undertaken by Clearant and Bank to authorize, process and settle all United States Dollar-denominated American Express, Discover, MasterCard and Visa Card Transactions undertaken by Cardholders at Merchant's location(s) in the United States, and all other activities necessary for Clearant and Bank to perform the functions required by the Merchant Agreement for all other Cards covered by this Merchant Agreement.

**"Settlement Account"** means an account at a financial institution designated by Merchant as the account to be debited and credited by Bank for Transactions, fees, Chargebacks and other amounts due under the Merchant Agreement.

**"Transaction"** means acceptance of a Card for payment for goods sold and/or leased or services provided to Cardholder by Merchant and receipt of payment from Bank in accordance with the terms of the Merchant Agreement.

The Terms Controller, Data Subject, Subprocessor(s), Process(es)ing, Processor, Service Provider and Supervisory Authority will have the meanings given to them under the Applicable Data Protection Laws.

#### AMERICAN EXPRESS OPT BLUE MERCHANT ACCEPTANCE – SPECIAL TERMS AND CONDITIONS

As Merchant desires to provide its customers, American Express ("AMEX") processing services identified by AMEX as OptBlue® through Clearant, Merchant acknowledges that it understands and will comply with the operating Regulations of the OptBlue program. Additionally, Merchant agrees and acknowledges the following:

- Merchant expressly agrees to (i) disclose AMEX card transaction data and Merchant Personal Data to AMEX and (ii) will allow AMEX to use such information to perform its responsibilities in connection with the OptBlue program, promote the AMEX network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of the Program Agreement, and important transactional or relationship communications from AMEX. Merchant agrees to provide such data in compliance with AMEX technical specifications.
- Notwithstanding Section 26.10 above, if Merchant opts-out of marketing messages, Merchant will not be precluded from receiving important transactional or relationship communications from AMEX and Merchant may continue to receive marketing communications while AMEX updates its records to reflect the Merchant's choice.
- Merchant agrees that AMEX may use the information obtained in Merchant's application at the time of setup to screen and/or monitor Merchant in connection with card marketing and administrative purposes.
- AMEX retains the right of a third-party beneficiary, with no obligations. This includes the right to enforce any terms of the Merchant Agreement directly against the Merchant.
- Merchant agrees that its refund policy for purchases made on any American Express Card must be as least as favorable as its refund policy for the purchase on any other payment product. Additionally, Merchant agrees to disclose its refund policy to American Express card members at the time of purchase and in compliance with applicable laws.
- Notwithstanding the foregoing or anything stated in the Merchant Application or this Merchant Agreement to the contrary, Bank does not sponsor Clearant for AMEX transactions nor is Bank a party to any Merchant Agreement for AMEX.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Clearent LLC  
32060318717, TX United States

**Certificate Number:**  
2026-1426614

**Date Filed:**  
02/27/2026

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

NRH2O Family Water Park City of North Richland Hills

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

6588000003106689  
Merchant processing for the Waterpark

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is David Booker, and my date of birth is [REDACTED]

My address is 950 E. Paces Ferry Rd, Atlanta, GA, 30324, U.S.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in BEXAR County, State of TX, on the 3<sup>rd</sup> day of March, 2024  
(month) (year)

[Signature]  
Signature of authorized agent of contracting business entity  
(Declarant)

## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** March 23, 2026  
**SUBJECT:** Authorize the City Manager to execute a three-year agreement with the LinkedIn Corporation for their job posting services for an amount not to exceed \$113,317.50 through December 31, 2028.

**PRESENTER:** Patrick Hillis, Director of Human Resources

### **SUMMARY:**

Staff requests City Council consideration and approval for the City's utilization of the LinkedIn Corporation's Hiring Enterprise Program in an amount not to exceed \$113,317.50 through December 31, 2028. The full cost for each year will be reimbursed by UnitedHealthcare as part of its \$100,000 annual administrative allowance provided to the City.

### **GENERAL DESCRIPTION:**

The City strives to attract and retain highly qualified candidates to maintain excellence in public service. Traditional recruitment methods, such as postings on the City's website, advertising on Internet job boards and attending local job fairs, have proven effective for some positions, but do not consistently reach or attract specialized or executive-level talent.

LinkedIn is the world's largest professional networking platform, with over 900 million members globally, including a significant presence in the public sector and municipal government fields. Its advanced recruitment tools allow employers to:

- **Target candidates by skills, experience, and location**, ensuring outreach to individuals who meet the City's specific needs.
- **Leverage LinkedIn's algorithms** to increase visibility among passive candidates who may not be actively searching but are highly qualified.
- **Enhance employer branding** by showcasing the City as an attractive workplace through a dedicated LinkedIn page and engagement tools.

By utilizing LinkedIn, the City can expand its recruitment reach beyond traditional methods, improve recruitment efficiency by reducing time-to-fill vacancies, increase the quality and diversity of applicant pools, and allow staff to directly source candidates for vacant positions. The platform also provides analytics and reporting features that support data-driven recruitment decisions and continuous improvement of hiring strategies.



The program will be funded through reimbursement provided by UnitedHealthcare as part of its annual administrative allowance, resulting in no direct cost to the City's operating budget.

**RECOMMENDATION:**

Authorize the City Manager to execute a three-year agreement with LinkedIn Corporation for job posting services in an amount not to exceed \$113,317.50 through December 31, 2028.



# LinkedIn Subscription Agreement

February 2, 2026

This LinkedIn Subscription Agreement (“**LSA**”) serves as the framework agreement for LinkedIn’s subscription services and governs any previously executed and active Order Forms (defined below) and any future Order Forms executed by the customer identified in the applicable Order Form (“**Customer**”) and the LinkedIn company identified in that Order Form (“**LinkedIn**”). This LSA, the applicable Order Form(s), and any other incorporated terms, comprise the complete understanding between the parties on the subject matter (“**Agreement**”). This LSA supersedes any previously executed LSA or other master agreement(s) entered into by the parties which pertain to the Services (defined below).

This LSA is designed to address the unique concerns of a Public Sector Entity and is not applicable to private entities. “**Public Sector Entity**” means any federal, state, or local government unit, agency, political subdivision or instrumentality. If Customer is not a Public Sector Entity, then LinkedIn’s standard terms and conditions located at:

<https://www.linkedin.com/legal/l/lsa> will supersede this LSA and govern all ordering documents between the parties.

## 1. ORDERING

1.1. **Ordering Services.** Subject to payment of the applicable fees as set out under the Agreement and Customer’s compliance with the Agreement, Customer may access and use the subscription services offered via LinkedIn’s websites to the extent and for the term stated in the Order Form (“**Services**”). “**Order Form**” means an ordering document or online order page for the Services. Customer may allow its partner agency to request individual Order Forms to be governed under the terms of this LSA only if the partner agency is



specific Partner Agency authorized to do so. That authorized Partner Agency will be (a) deemed a “Customer” for that Order Form only; and (b) jointly and severally liable with Customer for its use of the Services and compliance with the Agreement.

**1.2. Payment and Taxes.** Customer will pay the fees for the Services in accordance with the payment terms stated in the Order Form. Customer’s purchases are non-cancelable and payment for Services is non-refundable, except as otherwise stated in this LSA and subject to applicable laws. Customer will pay or reimburse LinkedIn for all federal, state, and local taxes, including sales, use, gross receipts, VAT, levy, GST, or similar transaction taxes imposed on Customer’s purchase of Services, unless Customer provides LinkedIn with a valid tax exemption certificate. All taxes payable by Customer will be separately stated and exclusive of the fees. Customer will have no liability for taxes that are statutorily imposed on LinkedIn, including taxes or fees measured by LinkedIn’s net or gross income.

**1.3. Withholding Tax.** If taxes are required to be withheld on payments under this Agreement in accordance with the tax laws applicable in the country of residence of Customer, either at the time of signing or during the performance of this Agreement, Customer shall have the right to withhold from any payment due to LinkedIn such amount of money as may be required to be withheld by the appropriate taxing authority. However, Customer shall take all measures in accordance with prevailing legislation in Customer’s country of residence and/or applicable international laws or regulations, for the avoidance of double taxation, where applicable, to ensure a reduction of or exemption from withholding taxes which may become payable in connection with this Agreement. If required, to avail of a reduction of withholding tax or an exemption from withholding tax, Customer shall request any necessary documentation or forms to be completed by LinkedIn as soon as practically possible and providing LinkedIn with a reasonable timeframe in line with contractual payment terms to provide such information. Where tax is withheld



soon as this is available. Any balance outstanding will remain collectible until the necessary tax certificate/documentation is provided to LinkedIn.

## 2. RESPONSIBILITIES

2.1. **Use of Services.** LinkedIn shall provide Customer access to the Services in accordance with the Agreement. Customer will use the Services solely for its intended purpose, and as outlined in LinkedIn's service-specific terms <https://www.linkedin.com/legal/l/service-terms> ("**Service Terms**"). Unless otherwise stated in the Agreement, only Customer-designated employees and individual contract workers paid directly by Customer for services provided exclusively to Customer ("**Contractors**") are authorized to use the Services ("**Customer User**"). Except for LinkedIn Learning a Customer User must be a Member when accessing Services through linkedIn.com. A "**Member**" is an individual who signs-up to use LinkedIn's services under LinkedIn's user agreement, currently available at <https://www.linkedin.com/legal/user-agreement>, as amended by LinkedIn from time to time ("**User Agreement**"). The terms of the User Agreement are incorporated into this LSA. Customer will ensure that Customer Users comply with the User Agreement when using the Service within the scope of their employment. Customer may only use the Services for Customer's internal use. Except as otherwise provided in the ordering document, Customer may allow its Partner Agencies to access and use the Services if Customer is fully liable for its Partner Agencies' use of the Services and compliance with the Agreement. Excluding Partner Agencies, Customer will not provide access to the Services to any third party. Notwithstanding the above, Customer may not resell, transfer access to, or otherwise monetize the Services without LinkedIn's written consent. Customer will promptly and without undue delay notify LinkedIn upon learning of any unauthorized use of the Services or any other breach of security related to the Services. Customer will have access to the Customer Users' information that it collects in connection with the Users' access to the LinkedIn Services purchased by Customer. Customer may use such



email, regular mail, and/or postings on the Services, including how to use the Services, customer support, integration, and compliance with the Agreement, provided that such communications comply with the terms of the DPA (defined below).

**2.2. Provision of Services.** Customer is responsible for providing LinkedIn with the information necessary for LinkedIn to provide the Services. Customer is solely responsible for the accuracy, quality and legality of such information. If a Service must integrate with third-party systems or applications used by Customer (e.g., an applicant tracking system (“ATS”), a customer relationship management system (“CRM”), or a learning management system (“LMS”)), Customer is solely responsible for the integration and related activities. LinkedIn disclaims any and all liability for the use of third-party systems or applications residing outside LinkedIn’s systems.

**2.3. Data Protection.** If LinkedIn processes Personal Data (as defined in Section 1 of the DPA) on behalf of Customer pursuant to this Agreement, then LinkedIn and Customer will comply with the terms of the LinkedIn Data Processing Agreement, currently available at <https://www.linkedin.com/legal/l/dpa> (“DPA”), the terms of which are incorporated into this LSA.

**2.4. Compliance with Laws.** With respect to the parties’ performance of their obligations under this Agreement, the parties will comply with all applicable Data Protection Requirements (as defined in Section 1 of the DPA) and all applicable international, federal, state, provincial and local laws including, but not limited to, (a) corruption practice, bribery, and acts contrary to the public administration including the US Foreign Corrupt Practices Act of 1977, 15 U.S.C. § 78dd-1, et seq.; (b) prohibitions on discrimination against employees or job applicants based on race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status or disability, or any other protected class; and (c) the import or export of the Services, including but



administered by the U.S. Office of Foreign Assets Control (“**Trade Laws**”). LinkedIn is enrolled in the U.S. Department of Homeland Security’s E-Verify program regarding the immigration and employment eligibility of newly hired employees. With respect to LinkedIn’s provision of Services under this Agreement, LinkedIn will comply with the terms of its Code of Business Conduct, the current version of which is available at <https://legal.linkedin.com/documents/LinkedIn-Code-of-Business-Conduct>. Customer acknowledges and agrees that LinkedIn has not and will not provide Customer with any legal advice and specifically that LinkedIn has not given legal advice regarding compliance with employment, data privacy, or other relevant laws, rules, or regulations in the jurisdictions in which the Customer uses the Services nor will Customer construe any LinkedIn communications as legal advice. Customer agrees that it is solely responsible for its own compliance with applicable laws. LinkedIn shall have no liability related to Customer’s non-compliance with applicable law.

**2.5. Scope of LinkedIn’s Services under the CCPA.** For purposes of the California Consumer Privacy Act, as amended by the California Privacy Rights Act, and other applicable laws, LinkedIn does not sell Personal Data to customers. Customers have access to the same Personal Data that is available to LinkedIn members on the LinkedIn platform, except when LinkedIn members (i) direct LinkedIn to transfer additional information to customers or (ii) use LinkedIn’s Services to directly communicate with LinkedIn’s customers.

### **3. CONFIDENTIAL INFORMATION**

**3.1 Definition.** “**Confidential Information**” means any information disclosed under the Agreement that (a) if tangible, is clearly marked as “Confidential” or with a similar designation; (b) if intangible, is identified as “Confidential” by discloser at the time of disclosure and confirmed in writing to recipient as being Confidential Information; or (c) from the relevant circumstances should reasonably be known by recipient to be confidential (e.g.,



known to recipient before receipt from discloser; (b) was generally known to the public on the Effective Date; (c) becomes generally known to the public after the Effective Date, through no fault of recipient; (d) was received by recipient from a third party without any confidentiality obligation; or (e) was independently developed by recipient without breach of this Section 3. For Customers located in the United States, LinkedIn acknowledges that Customer is subject to certain mandatory disclosure requirements under applicable federal and state freedom of information laws, including the Freedom of Information Act, 5 U.S.C. § 552, et seq., as amended. For all other Customers, LinkedIn acknowledges that Customer is subject to certain mandatory disclosure requirements under applicable freedom of information laws in Customer's home jurisdiction. Customer acknowledges that certain information provided by LinkedIn during the performance of this Agreement may contain trade secrets and confidential commercial or financial information exempt from the mandatory disclosure requirements under applicable freedom of information laws.

**3.2 Limited Use and Non-Disclosure.** Recipient will (a) use Confidential Information only for the purposes of furthering the business relationship between the parties; (b) protect Confidential Information using the same degree of care it uses to protect its own confidential information of a like nature, but in no event less than a reasonable degree of care; (c) not disclose Confidential Information to any third party except (1) to Partner Agencies, Affiliates or employees, students, consultants, and agents who (i) have a need to know it in order to carry out their obligations under the Agreement, and (ii) are under written confidentiality and non-use obligations at least as restrictive as those stated in this LSA or (2) as required by law; and (d) not modify, reverse engineer, decompile, create other works from, or disassemble any Confidential Information, to the extent applicable, unless authorized in writing by discloser.

**4. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP.** No right, title or interest in any intellectual property right transfers to the other party, except for the limited rights stated in the Agreement. As between the



LinkedIn or its Affiliates with any suggestions, enhancement requests, or other feedback about the Services or related technology (“**Feedback**”). However, if Customer does provide Feedback to LinkedIn, LinkedIn may use and modify it without any restriction or payment.

## 5. TERM AND TERMINATION

5.1. **Term.** This LSA is effective on the date the first Order Form is executed by Customer and LinkedIn (“**Effective Date**”) and remains in effect until terminated.

5.2. **Termination and Suspension.** Either party may terminate this LSA or an Order Form if the other party materially breaches the Agreement and fails to cure the breach within 30 days after receiving notice of the breach. Either party may terminate this Agreement immediately upon notice if the other party (i) files a voluntary petition for bankruptcy or a petition or answer seeking reorganization; (ii) has filed against it an involuntary petition for bankruptcy that has not been dismissed within sixty (60) days of the date of filing; (iii) makes an assignment for the benefit of creditors; or (iv) applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets or such a receiver, trustee or liquidator is appointed for the other party. Upon providing advance written notice to Customer, LinkedIn may suspend Customer’s access to the Services if Customer is in breach of the Agreement and the suspension will continue for as long as reasonably necessary for Customer to remedy the breach. In cases where one or more Customer Users are suspended, notice to the suspended Customer User(s) at the time of the suspension will serve as sufficient advance written notice to Customer of the suspension and breach. Any such suspension will not relieve Customer from its obligation to pay LinkedIn in respect of the Services. If all Order Forms under this LSA have expired or been terminated, then either party may terminate this LSA for convenience by providing written notice to the other party.



Order Form, excluding termination by Customer for LinkedIn's uncured material breach of this LSA. If Customer terminates this LSA or an Order Form because of LinkedIn's uncured material breach, LinkedIn will refund a pro-rata share of any pre-paid fees under the applicable Order Form. Customer will notify Customer Users that their access to the applicable Services has terminated and LinkedIn may remove or discard all content that Customer uploaded or otherwise made available to LinkedIn in accordance with LinkedIn's DPA and policies. Termination of an Order Form does not terminate this LSA; however, termination of this LSA will result in the immediate termination of all Order Forms. The provisions of this LSA that by their nature extend beyond the termination of this LSA will survive termination.

**5.4. Termination for Incurable Breach.** If Customer has committed an Incurable Breach (as defined below), LinkedIn may terminate the Agreement immediately upon notice to Customer. Such notice will include the grounds for termination. Upon termination under this Section 5.4, Customer's access to LinkedIn services will be disabled. An "Incurable Breach" means a material breach involving any of the following:

- **Fraudulent Activity:** Engaging in phishing, distribution of malware, unauthorized data scraping, unauthorized automated access to the Services, creation or use of fake accounts, coordinated inauthentic engagement or other high-volume deceptive commercial activity, impersonation, or other harmful conduct.
- **Egregious Policy Violations:** Repeated or significant violations of LinkedIn's Trust policies, including the LinkedIn Jobs Policies.
- **Deceptive Content or Accounts:** Creation, operation, or control of intentionally misleading pages or profiles for fraudulent or deceptive purposes.



LinkedIn's systems, services, or data, or the data, accounts, or experience of LinkedIn Members.

**6. LIMITED WARRANTY; DISCLAIMER.** LinkedIn warrants that (i) it has the necessary rights to provide the Services to Customer; and (ii) the Services do not and will not infringe the intellectual property rights of a third party. Customer's sole remedy and LinkedIn's sole liability for a breach of the foregoing warranties is LinkedIn's liability under Section 7.1(b). Except for the warranties stated in this Section 6, and to the to the fullest extent permitted under applicable law, LinkedIn makes no representation or warranty about the Services, including any representation that the Services will be uninterrupted or error-free. To the fullest extent permitted under applicable law, LinkedIn disclaims any implied or statutory warranty, including any implied warranty of title, merchantability or fitness for a particular purpose.

## **7. LIABILITY**

**7.1. LinkedIn Liability.** LinkedIn will be responsible for any damages resulting from (a) the negligent acts or omissions of LinkedIn, its employees, or agents; and (b) the Services' infringement of a third party's intellectual property right.

**7.2. Customer Liability.** To the extent legally liable and permitted by law, Customer will be responsible for any damages resulting from (a) the negligent acts or omissions of Customer, its Customer Users, or agents; (b) claims made or brought against LinkedIn by a third party alleging that (i) the Customer Personal Data or LinkedIn's transmission or hosting of the Customer Personal Data infringes or violates the rights of the third party; or (ii) Customer's use of the Services in violation of the Agreement infringes or violates the rights of the third party; or (c) Customer's failure to comply with applicable laws, rules or regulations in its performance under the Agreement. Customer agrees that LinkedIn is solely a service provider and is not responsible for Customer's hiring



and all claims, liabilities, actions, judgments, costs, and expenses and reasonable attorneys' fees, arising out of any third party claim to the extent based on Customer's evaluation, selection, or treatment of any person relating to or involving the use of the Services including any review, interview, selection or hiring decisions made by Customer.

## 8. LIMITATION OF LIABILITY

**8.1 Damages Waiver.** Subject to Section 8.3, to the fullest extent permitted by law, neither party, including its respective Affiliates, will be liable to the other in connection with the Agreement for lost profits or lost business opportunities, loss of data, or any indirect, incidental, consequential, special or punitive damages. LinkedIn disclaims liability for any Personal Data Breach (as defined in the DPA), provided that LinkedIn will be liable for Personal Data Breaches that result from LinkedIn's negligence, intentional misconduct, or material failure to comply with the terms of the DPA.

**8.2 Liability Cap.** Subject to Section 8.3, neither party, including its respective Affiliates, will be liable to the other in connection with the Agreement for an amount that exceeds the total fees paid or payable to LinkedIn during the term of the applicable Order Form(s).

**8.3 Exclusions.** The limitations of liability stated in sections 8.1 and 8.2 do not apply to: (a) a party's confidentiality obligations; (b) a party's liability for fraud, gross negligence or intentional misconduct; (c) a party's liability for death or personal injury; (d) a party's violation of the other party's intellectual property rights; or (e) any Personal Data Breaches that result from LinkedIn's negligence, intentional misconduct, or material failure to comply with the terms of the DPA.

**8.4 Sovereign Immunity.** The parties recognize that Customer is a Public Sector Entity, and nothing in this LSA is intended to waive or diminish



**9. INSURANCE COVERAGE.** During the term of this Agreement, LinkedIn will maintain commercially reasonable insurance coverage as required by law in connection with its performance under the Agreement. A copy of LinkedIn's certificate of liability insurance is currently available at <https://legal.linkedin.com/content/dam/legal/Evidence-of-Insurance---LinkedIn-Corp.pdf>.

**10. DISPUTE RESOLUTION.** The Agreement is governed by the laws of Customer's home jurisdiction. The prevailing party may seek to recover its legal fees and costs. Notwithstanding the foregoing, for Customers who have their registered office within the European Union, LinkedIn may agree to facilitate referral of a dispute to one of the following **mediation service providers** in the first instance where, due to the nature of the dispute, such referral is likely to bring about a prompt and definitive resolution.

## **11. MISCELLANEOUS**

**11.1. Validity.** If a conflict exists between any of the terms in the Agreement, then the Order Form will govern, followed by the DPA, this LSA, the Service Terms, and finally the User Agreement. Neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding of any person relating to the subject matter of the Agreement, other than as stated in the Agreement.

**11.2. Notice.** Notices will be provided in writing to the email address and/or physical address of the other party stated on the Order Form, unless otherwise stated in the Agreement. Notices are effective on the date of delivery.

**11.3. No Partnership.** The Agreement does not create a partnership, agency relationship, or joint venture between the parties. Neither party has the power or authority to bind the other or to create any obligation or responsibility on



11.4. **Assignment.** Except as otherwise provided in the Order Form, either party may assign this Agreement to an Affiliate or a successor-in-interest that is not a competitor of the non-assigning party, made in connection with (i) the sale of all or substantially all of the assigning party's assets; (ii) any change in the ownership of more than 50% of the assigning party's voting capital stock in one or more related transactions; or (iii) the assigning party's merger with or acquisition by such successor-in-interest, provided that the relevant parties enter into a written agreement to do so. In addition, Customer agrees that LinkedIn may assign or transfer any debt owed by Customer to LinkedIn, arising under or in connection with this Agreement, to a debt collector, debt collection agency, or other third party. Except for the assignments set forth in the foregoing sentence, neither party will assign the Agreement in whole or in part without the other party's prior written consent (which consent will not be unreasonably denied, delayed or conditioned). Any attempted assignment in violation of this restriction is void. The Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.5. **Agencies.** Customer will provide LinkedIn written notification if Customer is purchasing Services through a LinkedIn approved agency. If Customer is an approved agency binding a client under this LSA, Customer (a) represents and warrants that it has the authority to bind the client under this LSA; (b) will notify LinkedIn in writing of the name and address of its client that will access and use the Services; and (c) remains jointly and severally liable for all of Customer's obligations under the Agreement.

11.6. **Languages.** If the Agreement is translated into a language other than English, the translation is for convenience only, and the English language version will govern.

11.7. **Marketing.** Except as necessary to provide the Services to Customer, LinkedIn will not name Customer as a customer of LinkedIn's in its marketing



**11.8. Monitoring.** LinkedIn may remotely monitor Customer's use of the Services to ensure compliance with the Agreement, provided that LinkedIn will not access Customer's network, systems or devices in connection with such monitoring.

**11.9. Severability.** If any provision of the Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to give effect to the parties' intentions and the remaining provisions will not be affected.

**11.10. Amendment.** The parties may amend the Agreement only in a written amendment signed by both parties, except for (i) the User Agreement and Service Terms, which may be modified in accordance with their terms, and (ii) the DPA, which may be updated from time to time, where a change is required under applicable laws or regulations.

**11.11. Counterparts.** If this LSA will be executed then it can be executed electronically and in counterparts, each of which is deemed to be an original and together comprise a single document. Each party represents and warrants that the individual binding a party under this LSA is authorized to do so. If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this Agreement on that entity's behalf. LinkedIn reserves the right to treat that entity as the owner of the Services for purposes of this Agreement (this includes treating the entity as the owner of the enterprise data related to the Services).



## Order Form For City of North Richland Hills

[Go to Online Checkout](#)

Complete this order using our online checkout (fastest option)

### or sign and return to LinkedIn

Complete the Authorized Signatures section at the end of the order form and return the signed document using:

**Secure upload (fastest option)**

[Go to Online Checkout](#)

**Email**

johfan@linkedin.com

Please do not send by postal mail

**Primary Contact**

Patrick Hillis  
 phillis@nrhtx.com  
 817-427-6100

**Billing Contact**

Sabrina Markum  
 smarkum@nrhtx.com  
 817-427-6103

**Bill to**

City of North Richland Hills  
 4301 City Point Dr  
 North Richland Hills TX 76180-8316  
 United States

**Ship to**

City of North Richland Hills  
 4301 City Point Dr  
 North Richland Hills TX 76180-8316  
 United States

### Order Information

Order Number: FLD11409560634

**Requested start date:** December 23, 2025

**Term:** 36 months

**PO Number:** (None)

**Billing Frequency:** ANNUAL

**Billing Method:** Pay Upfront

**Payment Method:** Invoice

**Payment term:** NET30

**Currency:** USD

**Order Notes:**

**About Requested Start Date:** If LinkedIn provisions the Services after the Start Date due to Customer's selected payment method (e.g. credit card payment delegation, proforma prepayment, etc.) or other account provisioning issues, then LinkedIn will adjust the End Date internally to ensure Customer receives the Services for the full duration of the Term.

**About Enterprise Program:**

- Under this Order Form, Customer will receive 1 Recruiter Seats and 5 Job Slots "Initial Allotment"

Description	Unit price	Quantity	Total
<b>Hiring Enterprise Program</b>	\$96,847.50	1	\$96,847.50
<b>Job Slot</b> 36 months Reserved job posting with ability to change, update, and remove on demand. Includes the ability to request Job Wrapping (a self-serve feature), which ports jobs from an external source and posts to LinkedIn.		Unlimited	
<b>Recruiter Corporate</b> 36 months LinkedIn Recruiter account with team collaboration, auditing, and unparalleled network search capabilities. Includes at least 150 InMails/month per license as well as basic training and support.		Unlimited	



## Order Form For City of North Richland Hills (continued)

Description	Unit price	Quantity	Total
<b>Career Pages - Enterprise basic package</b> 36 months Custom content on LinkedIn company profile page. Includes: preferred placement on company page for custom content, Life and Jobs tabs, customizable modules. 12-month package includes \$9K traffic driver budget (~300K impressions), 1 audience view, Standard analytics		1	
<b>Hiring Assistant Tier 2 for RCORP</b> 36 months Hiring Assistant Tier 2 for RCORP includes monthly capacity of 800 Sourced Candidates and 9,000 Evaluated Applicants.	\$8,235.00	2	\$16,470.00

Subtotal: \$113,317.50  
 Estimated Tax: \$0.00  
**Estimated Order Total (USD): \$113,317.50**

### Subtotals by year (excluding tax)

Year 1 .....	\$36,657.50
Year 2 .....	\$37,772.50
Year 3 .....	\$38,887.50

Please attach any/all exemption certifications or email documentation to [taxinquiry@linkedin.com](mailto:taxinquiry@linkedin.com). LinkedIn may be required to charge sales tax on your order pursuant to certain state and local sales tax laws. Your order will be taxed using the applicable tax rate for your shipping address. The tax listed on your order form is only an estimate and is calculated on the net price. Your invoice will reflect the final total taxes in effect at the time of invoicing and may differ from the amount listed on this order form. Any applicable sales tax charges will appear separately on your final invoice. If no tax is charged, your state and/or local government may require you to report your purchase and pay appropriate sales and/or use tax amounts to them directly.

By completing this order, you agree to the terms of this order available at <https://www.linkedin.com/legal/l/order-terms/hep-corporate-liha> ("Order Terms").

### Authorized Signatures

I hereby represent that: (i) I am an authorized signatory; (ii) I agree to the terms of this order available at <https://www.linkedin.com/legal/l/order-terms/hep-corporate-liha> ("Order Terms") and (iii) I understand that I am entering into a legally binding contract.



## Order Form For City of North Richland Hills (continued)

### Authorized Signatures

Customer Signature

Name

Title

Date

  
LinkedIn Signature

Katie Lock, Revenue on behalf of  
LinkedIn Corporation  
December 19, 2025



## Order Form For City of North Richland Hills (continued)

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Exhibit A

Authorized Affiliates List

City of North Richland Hills



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** March 23, 2026

**SUBJECT:** Approve Resolution No. 2026-020, establishing an Intergovernmental & Legislative Affairs Subcommittee of the City Council of the City of North Richland Hills and Legislative Task Force.

**PRESENTER:** Paulette Hartman, City Manager

### **SUMMARY:**

Due to ongoing legislative changes at the state and federal levels and the potential impacts these changes may have on the City, staff recommends establishing an Intergovernmental & Legislative Affairs Program that includes both a City Council Subcommittee and a resident-led Legislative Task Force. The Intergovernmental & Legislative Affairs Subcommittee, composed of the Mayor and two City Council Members, would provide high-level policy guidance and lead the City's intergovernmental coordination efforts. The Legislative Task Force would support these efforts by evaluating the community impacts of legislation and offering resident input to help shape the City's legislative agenda.

### **GENERAL DESCRIPTION:**

The City of North Richland Hills continues to encounter legislative developments at the state and federal levels that directly affect the City's ability to govern effectively and provide essential municipal and community services. To proactively respond to these developments, staff recommends establishing an Intergovernmental & Legislative Affairs Program to coordinate and advance the City's legislative interests. The program is intended to strengthen the City's position through active participation in the legislative process, the development of strong intergovernmental relationships, and collaboration with community leaders and partner organizations to support the priorities of North Richland Hills residents.

To enhance these efforts, staff recommends the establishment of an Intergovernmental & Legislative Affairs Subcommittee of the City Council. Creating this standing subcommittee would provide a structured forum for coordinating City policies related to state and federal legislation, including the development of legislative agendas, positions on issues involving local utilities and solid waste collection agencies, review of interagency cooperation initiatives, and other advocacy efforts important to the



community. The subcommittee would be composed of the Mayor and two Council members.

The following individuals are recommended to be named as the Intergovernmental & Legislative Affairs Subcommittee of the City Council. These individuals will serve for an initial term of two years beginning May 2026 and ending April 2028. All future terms and any vacancy on the Subcommittee shall be filled by majority vote of the City Council.

- Jack McCarty            Mayor
- Danny Roberts        Councilmember
- Billy Parks             Councilmember

Complementing the proposed subcommittee is the recommended establishment of a Legislative Task Force. The Legislative Task Force would serve as a resident-led advisory body composed of nine (9) NRH volunteer members who would be recommended by the Mayor and appointed by the City Council. The purpose of the Task Force would be to evaluate the potential community impacts of state and federal legislation and to provide input to ensure that the City’s legislative agenda reflects the priorities of North Richland Hills residents. Members would serve two-year terms beginning in May of the year prior to a regular session of the Texas Legislature, with the inaugural terms beginning in May 2026 and concluding in April 2028. Each subsequent term would end in April of the year following a regular legislative session.

This item is presented to the City Council for consideration and action regarding the establishment of the Intergovernmental & Legislative Affairs Subcommittee and the Legislative Task Force.

**RECOMMENDATION:**

Approve Resolution No. 2026-020, as presented.

**RESOLUTION NO. 2026-020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS ESTABLISHING AN INTERGOVERNMENTAL & LEGISLATIVE AFFAIRS SUBCOMMITTEE OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS AND A LEGISLATIVE TASK FORCE.**

**WHEREAS**, the City of North Richland Hills' Intergovernmental & Legislative Affairs Program advocates, coordinates, and advances the City's legislative agenda to enhance the City's ability to govern and provide essential municipal and community services; and

**WHEREAS**, the purpose of the program is to ensure the City's interests are protected and enhanced through active involvement in the legislative process and strong intergovernmental relationships and to engage community leaders and partner organizations to advocate for the citizens of North Richland Hills; and

**WHEREAS**, the creation of a standing Intergovernmental & Legislative Affairs Subcommittee and a Legislative Task Force as part of the City's Intergovernmental & Legislative Affairs Program will help ensure that the community is engaged and provide opportunities for greater advocacy on behalf of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, THAT:**

**SECTION 1.** The Intergovernmental & Legislative Affairs Subcommittee is hereby created and shall consist of the Mayor and two Council members.

**SECTION 2.** The Intergovernmental & Legislative Affairs Subcommittee shall coordinate City policies related to state and federal legislation and shall oversee the following:

- Development of state and federal legislative agendas
- Position on local utility and solid waste collection agency issues
- Policies and programs that promote interagency cooperation
- Advocating on behalf of the City regarding legislative and intergovernmental issues.

**SECTION 3.** Councilmember Danny Roberts and Councilmember Billy Parks are hereby appointed to the City Council Intergovernmental & Legislative Affairs Subcommittee to serve alongside Mayor Jack McCarty for an initial term of two years beginning May 2026 and ending May 2028. All future terms and any vacancy on the Subcommittee shall be filled by majority vote of the City Council.

**SECTION 4.** The Legislative Task Force is hereby created and shall consist of nine (9) NRH volunteer members recommended by the Mayor and appointed by the City Council, to serve as a resident-led advisory body that evaluates the community impact of state and federal legislation to ensure the City's legislative agenda reflects local priorities.

**SECTION 5.** Members appointed to the task force shall serve 2-year terms that begin in May of the year prior to a regular session of the Texas Legislature with the inaugural committee member terms beginning in May of 2026, and end in April of the year following a regular session of the Texas Legislature with inaugural committee member terms ending in April of 2028. All future terms and any vacancy on the Legislative Task Force shall be filled by recommendation from the Mayor and appointment by the City Council.

**SECTION 6.** The Legislative Task Force shall meet prior to and during legislative sessions starting in 2026 and 2027 and every year thereafter in preparation for sessions of the Texas Legislature, and that:

- Members shall review educational information from City staff, industry leaders, and partner agencies on legislative issues, current affairs, and the impact of proposed legislation on City services and the NRH community.
- Members shall provide input to the Intergovernmental & Legislative Affairs Subcommittee and City staff on the City’s legislative positions and on proposed legislation
- Members shall engage with the community as well as elected officials at the state and federal level to advocate for the community during the Legislative Session.

**AND IT IS SO RESOLVED.**

**PASSED AND APPROVED** this the 23<sup>rd</sup> day of March, 2026.

**CITY OF NORTH RICHLAND HILLS**

By: \_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary

(City Seal)

**APPROVED AS TO LEGALITY:**

\_\_\_\_\_  
City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
City Manager



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** March 23, 2026  
**SUBJECT:** Announcements  
**PRESENTER:**

### **GENERAL DESCRIPTION:**

#### Announcements:

Kristyn Harris will perform at the NRH Library on Tuesday, March 24, at 6 p.m. She has won the International Western Music Association's Entertainer of the Year award six times. Kristyn is known for her mix of western swing, cowboy songs, and classic country, with touches of big band and folk. This free event is part of the Library's Celebrating Culture Series, and everyone is welcome to join us.

Kick off spring with a free family movie night at Green Valley Park on Friday, March 27. We will be showing the movie "The Big Green" on the soccer fields. Seating opens at 6:30 p.m., and the movie will start at dusk. There will be concessions and fun activities for all ages before the movie begins.

Get your Easter baskets ready! NRH Parks & Recreation is hosting pop-up Easter Egg hunts on April 1, 2 and 3. The locations will be announced each morning on our website calendar and the Parks Department social media pages. Follow along to find a pop-up hunt near you.

#### Kudos Korner:

Every Council Meeting, we spotlight our employees for the great things they do. Tonight we recognize:

**Jocelyn Garcia in Municipal Court** – A community member posted a five-star review online about North Richland Hills Municipal Court. He said, "This was the smoothest transaction that I ever had in court or processing tickets. Jocelyne was very kind and helpful, and explained everything for me and my wife, and what we need to do." Thank you, Jocelyn, for providing excellent customer service. Keep up the great work!