



CITY OF NORTH RICHLAND HILLS  
CITY COUNCIL AGENDA  
4301 CITY POINT DRIVE  
NORTH RICHLAND HILLS, TX 76180  
MONDAY, JANUARY 12, 2026

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**WORK SESSION: 5:00 PM**

Held in the Council Workroom

**CALL TO ORDER**

1. [Discuss items from regular City Council meeting.](#)
2. [Discuss 2024 ICC International Building Codes Adoption](#)
3. [2025 Resident Survey Results](#)

**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:

- Short Term Rental (STR) registrations
- Facilities and Utility Billing efficiency studies
- Utility Billing staffing 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 the 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) liability claims against the City of North Richland Hills; and (4) eminent domain action for the acquisition of real property for the construction and maintenance of drainage improvements for the Meadow Lakes BFC-7 Drainage Improvements Project and for other public purposes permitted by law.

**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 - COUNCIL MEMBER GOETZ

A.2 PLEDGE - COUNCIL MEMBER GOETZ

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

A.3.1 Ceremonial Oath of Office - Brianne Goetz, Council, Place 2.

A.3.2 2025 Christmas Lighting Awards

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 December 8, 2025 City Council meeting.

B.2 Approve the 2026 City Council meeting schedule.

B.3 Consider Resolution No. 2026-001, authorizing submission of the grant application and acceptance of allocated funds if awarded for the Bureau of Justice Assistance FY2025 Bulletproof Vest Partnership.

B.4 Consider Resolution No. 2026-002, authorizing submission of the application and acceptance of allocated funds if awarded for the Texas Parks and Wildlife Department Recreational Trails Grant for the John Barfield Trail Spring Oak Extension.

B.5 Consider Resolution No. 2026-003, authorizing submission of the grant application and acceptance of allocated funds if awarded for the Office of the Governor's Public Safety Office FY27 General Victim Assistance Grant Program, Grant #3544408.

B.6 Consider Resolution No. 2026-004, authorizing submission of the application and acceptance of allocated funds if awarded for the Texas Governor's Public Safety Office FY27 Violence Against Women Justice and Training Program, Grant #3367210.

B.7 Consider Resolution No. 2026-005, authorizing submission of the grant application and acceptance of allocated funds if awarded for the Texas Governor's Office Criminal Justice Division FY2027 Edward Byrne Memorial Justice Assistance Grant Program, Grant #5697401.

B.8 Consider Resolution No. 2026-006, authorizing submission of the grant application and acceptance of allocated funds if awarded for the Texas Governor's Office FY2027 Rifle-Resistant Body Armor Grant Program, Grant #5699401.

B.9 Consider Resolution No. 2026-007, approving the application for the Selective Traffic Enforcement Program (STEP) grant for the FY 2027 program grant year.

B.10 Consider authorizing the purchase of annual hardware and software

maintenance utilizing the Department of Information Resources (DIR) Cooperative Agreement with Red River Technology, LLC, for a cumulative amount not to exceed \$550,000 through November 25, 2029.

B.11 Consider Amendment No.1 to the Cooperative Purchase Customer Agreement with Red River Technology, LLC to increase spending for the purchases of hardware and annual renewal software maintenance and ratify purchases utilizing The Interlocal Purchasing Systems (TIPS) Cooperative Agreement for a cumulative amount not to exceed \$697,300 through May 31, 2029.

B.12 Consider authorizing City Manager to execute an agreement with StraTact Media Group, LLC for media advertising for NRH2O Family Water Park in an amount not to exceed \$291,500.

C. PUBLIC HEARINGS

C.1 ZC25-0152, Ordinance No. 3940, Public hearing and consideration of a request from Blanchedim LLC for a special use permit for an event center at 7620 NE Loop 820, being 12.98 acres described as Lot 5, Block 1, North Hills Village.

C.2 TR25-08, Ordinance No. 3941, Public hearing and consideration regarding city-initiated text amendments to Chapter 118 (Zoning) for the purpose of revising certain single-family residential parking requirements related to garage enclosures.

C.3 Public hearing and consideration of Ordinance No. 3942, adopting the North Richland Hills Youth Programs Standards of Care.

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 Consider the use of eminent domain to condemn property and consider Resolution No. 2026-008 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for construction and maintenance of drainage improvements for the Meadow Lakes BFC-7 Drainage Improvements Project and for other public purposes permitted by law.
- G.2 Consider appointment of Ad-Hoc Council Committee to draft an ethics policy and ordinance for future City Council review.

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 ROBERTS

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, January 6, 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:** January 12, 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:** January 12, 2026  
**SUBJECT:** Discussion to consider amending Chapter 98 – Buildings of the North Richland Hills Code of Ordinances adopting the 2024 International Building Codes with regional and local amendments, repealing Chapter 38 – Fire Prevention Code in its entirety to be adopted into Chapter 98 with amendments, and adopting the 2024 International Property Maintenance Code (IPMC) with amendments.  
**PRESENTER:** Stefanie Martinez, Managing Director of Community Development  
Jase Smith, Assistant Fire Chief

**SUMMARY:**

In a continuing effort to modernize the city's building codes in support of Council's goal to become easier to do business with, staff recommends adopting the 2024 International Building Codes with regional amendments as recommended by the North Central Texas Council of Governments (NCTCOG).

**GENERAL DESCRIPTION:**

The International Building Codes (I-Codes) are developed by construction industry professionals and adopted globally as model codes based on the most current building science. These codes serve as a foundation for the city's building regulations, which are tailored through regional and local amendments to reflect North Richland Hills' unique needs.

The I-Codes are updated every three years by the International Code Council (ICC). It has been the city's policy to adopt every other code cycle, or every six years. The last adoption by the city was the 2018 I-Codes. The 2024 I-Codes represent the next scheduled update.

The NCTCOG Regional Codes Coordinating Committee (RCCC) has reviewed the 2024 I-Codes and issued recommended regional amendments. These amendments have been endorsed by the NCTCOG Executive Board and are intended to promote consistency across jurisdictions in North Central Texas. Adopting the 2024 amendments is in the best interest of the citizens of North Richland Hills by promoting health, safety, and welfare. Additional benefits include Regional Consistency as the city's codes will align with those of surrounding jurisdictions. The adoption of the amendments also helps maintain or improve the city's Insurance Services Office (ISO) rating. That rating can positively impact insurance premiums for residents and businesses. This action is consistent with surrounding communities that have adopted or will soon be adopting the 2024 I-Codes.



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** January 12, 2026  
**SUBJECT:** 2025 Resident Survey Results  
**PRESENTER:** Paulette Hartman, City Manager

**GENERAL DESCRIPTION:**

Every other year, North Richland Hills residents are invited to participate in a survey to evaluate city services. The purpose of the survey is to objectively assess the public's satisfaction with city services and identify areas where improvements can be made.

The 2025 survey was administered by Onpointe Insights from October 30 through November 30. Residents were informed about the survey through the city's website, e-newsletters, social media and the NRHTX app. An invitation to participate was also sent via email and text message to a random selection of residents. This year 910 residents completed the survey. The margin of error for this sample size is plus or minus 3%.

Ron Gailey with Onpointe Insights will present the survey results to City Council during the January 12, 2026 work session.



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager    **DATE:** January 12, 2026  
**SUBJECT:** Ceremonial Oath of Office - Brianne Goetz, Council, Place 2.  
**PRESENTER:** Alicia Richardson, City Secretary / Chief Governance Officer

**GENERAL DESCRIPTION:**

At its meeting on December 8, 2025, the City Council approved Mayor McCarty's recommendation to appoint Brianne Goetz to Place 2 on the City Council to fill the existing vacancy. The unexpired term will continue through May 2, 2026, or until a successor has been duly qualified.

In accordance with the Texas Election Code, City Secretary/Chief Governance Officer Alicia Richardson administered the official oath of office to Ms. Goetz. In keeping with City tradition, a ceremonial administration of the oath will take place during the City Council meeting on January 12, 2026, and will be conducted by a family member or friend.



## CITY COUNCIL MEMORANDUM

**FROM:** Office of the City Manager      **DATE:** January 12, 2026  
**SUBJECT:** 2025 Christmas Lighting Awards  
**PRESENTER:** Kathy Luppy, Keep NRH Beautiful Chairman

**SUMMARY:**

Presentation of the 2025 Christmas Lighting Awards with video.

**GENERAL DESCRIPTION:**

Area 1	The Wardlaw Family	4008 Diamond Loch E.
Area 2	The Herrera Family	6908 Corona Dr.
Area 3	The Paschall Family	4809 Fairway Ct.
Area 4	The Dutton Family	7717 Bogart Dr.
Area 5	The Flatt Family	8101 Emerald Hills Way
Area 6	The Shelton Family	7520 Chapman Rd.
Area 7	The Arvizu Family	8913 Martin Dr.
Area 8	The Christensen Family	8313 Oak Ct.
Area 9	The Ray Family	8132 Lost Maple



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** January 12, 2026  
**SUBJECT:** Approve minutes of the December 8, 2025 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 the minutes of the December 8, 2025 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**

**DECEMBER 8, 2025**

**WORK SESSION**

The City Council of the City of North Richland Hills, Texas met in work session on the 8th day of December at 5:00 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
	Danny Roberts	Place 3
	Matt Blake	Place 4
	Billy Parks	Place 5
	Russ Mitchell	Place 6
	Kelvin Deupree	Mayor Pro Tem, Place 7
Vacant:	Place 2	
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 5:00 p.m.

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

City Council had no questions for staff.

**2. DISCUSS 2026 CITY COUNCIL MEETING SCHEDULE.**

City Secretary/Chief Governance Office Alicia Richardson reviewed the proposed 2026 City Council meeting schedule. Staff recommends the May 11 meeting be rescheduled to May 13 to canvass the election results of the city's general election and the May 25 meeting (Memorial Day) be rescheduled to May 26. There was no opposition from City Council. The proposed 2026 City Council meeting schedule includes the budget work

session on July 31. Lastly, the City Council traditionally directs staff to cancel the second meetings in November and December.

City Council directed staff to reschedule May 11 to May 13 and May 25 to May 26. City Council also directed staff to cancel the July 13, November 23, and December 28 meetings.

### **3. UPDATE ON CITY COUNCIL GOALS, OBJECTIVES AND PROJECTS.**

City Manager Paulette Hartman presented an update on the City's Strategic Plan, highlighting progress since the August 2025 planning session. A dashboard was created to track staff's progress. Of the 74 objectives established, approximately 92% are active or completed, with only 7% not yet started. High and medium priority objectives continue to receive the most focus, including ongoing initiatives related to public safety, operational excellence, neighborhood revitalization, and community engagement in budget development. The City Manager's Office maintains oversight through regular departmental check-ins and snapshot reporting to ensure accountability and consistent progress.

### **4. PRELIMINARY BUDGET CALENDAR & OBJECTIVES.**

Director of Budget and Research Chase Fosse presented preliminary objectives for the Fiscal Year 2027 budget and the upcoming budget calendar. Key priorities include addressing revenue challenges - Business Personal Property (BPP) exemption changes, fee adjustments with a focus on cost recovery, and economic development investments to grow future revenue - as well as developing long-term strategies for the General Fund and Debt Service Fund. The BPP exemption change is projected to reduce taxable value by \$60.1 million, resulting in an estimated \$290,000 revenue loss at the current tax rate. Additional initiatives for the Fiscal Year 2027 budget include a fleet replacement funding plan and efficiency improvements. The budget calendar highlights major milestones from the March budget kickoff through September adoption, including a special work session on July 31 at the NRH Grand Hall and public hearings in August and September.

### **5. DISCUSS DESTINATION MARKETING SPECIFIC TO NORTH RICHLAND HILLS.**

Director of Economic Development Craig Hulse and Economic Development Analyst Elizabeth Copeland presented a proposal to establish a Destination Marketing Organization (DMO) for North Richland Hills to promote tourism and diversify the city's tax base. The presentation highlighted North Richland Hills growing status as a destination with numerous attractions, events, and upcoming hotels, emphasizing the opportunity to leverage hotel occupancy tax revenue. The proposed program includes developing a strategy, to include a program start-up in Fiscal Year 2026, launching marketing and

advertising efforts in Fiscal Year 2027, and allocating at least two-thirds of the proposed program budget to promotional activities. Key benefits include increased visitor spending, expanded commercial tax revenue, and reduced reliance on property taxes. Funding options discussed were hotel occupancy tax reserves and potential future formation of a Tourism Public Improvement District (TPID). Staff recommended proceeding with program start-up in Fiscal Year 2026 to enable full implementation in Fiscal Year 2027 and suggested forming an advisory committee.

## **6. DISCUSS CLOSING A PORTION OF COLORADO BOULEVARD TO THROUGH TRAFFIC.**

Assistant City Manager Caroline Waggoner presented an overview of Colorado Boulevard and its role as a local residential street connecting Harwood Road and Boulevard 26. She reviewed the street's development history, citizen concerns regarding speeding, high traffic volumes, and commercial traffic, and noted that speed cushions were installed in 2018 as a traffic calming measure. Traffic data indicated an increase in volumes over time, with significant bypass traffic observed in October 2025, primarily northbound. A neighborhood survey showed strong support for closure among Colorado Boulevard residents (14 of 21 responses), while adjacent streets expressed minimal support. Reasons cited for supporting closure included improved safety and reduced cut-through traffic, while opposition focused on emergency access and convenience/access to Harwood and Boulevard 26.

## **7. DISCUSS A CITY ETHICS POLICY AND COUNCIL RULES OF PROCEDURE.**

City Secretary/Chief Governance Officer Alicia Richardson presented an overview of ethics policies and council governance practices, including research on ten Texas cities and common elements such as complaint procedures, tiered sanctions, and annual ethics training. The benefits of adopting a formal ethics ordinance are to promote public trust, clarify expectations for elected officials, and reinforce legal compliance. Council discussed whether to codify the current "House Rules" into an ordinance, its applicability to elected and appointed officials, and the City Council's role as the final authority for enforcement. The consensus of City Council supports formalizing an ethics policy and agreed to proceed with drafting an ordinance that incorporates the current "House Rules". Staff was also directed to bring back an item at the next meeting to ratify the Mayor's selection to appoint an ad-hoc council committee comprised of Council members Danny Roberts, Russ Mitchell, and Cecille Delaney. The ad-hoc council committee will work with staff to prepare a draft ordinance for consideration by the City Council. Direction was given to include a process for complaint handling, enforcement provisions, tiered sanctions, training requirements, and rules of procedure for meetings.

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

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

December 08, 2025

City Council Meeting Minutes

Page 3 of 12

## **CITY MANAGER REPORT PROVIDING AN UPDATE ON THE IMPLEMENTATION OF SHORT-TERM RENTAL ORDINANCE AND REGISTRATION PROCESS**

City Manager Paulette Hartman informed City Council the short-term rental registration system is scheduled to go live this week.

### **EXECUTIVE SESSION**

- 1. SECTION 551.071: CONSULTATION WITH THE 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, AND (3) CHAPTER 552, TEXAS GOVERNMENT CODE.**

Mayor McCarty announced at 6:58 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 the 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, and (3) Chapter 552, Texas Government Code. Executive Session began at 7:09 p.m. and concluded at 7:42 p.m.

Mayor McCarty announced at 7:42 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 December 8, 2025 at 7:48 p.m.

Present:	Jack McCarty	Mayor
	Cecille Delaney	Place 1
	Danny Roberts	Place 3
	Matt Blake	Place 4

Billy Parks	Place 5
Russ Mitchell	Place 6
Kelvin Deupree	Mayor Pro Tem, Place 7
Vacant:	Place 2
Staff Members:	Paulette Hartman Alicia Richardson Bradley A. Anderle
	City Manager City Secretary/Chief Governance Officer City Attorney

#### **A.1 INVOCATION**

Council member Delaney gave the invocation.

#### **A.2 PLEDGE**

Mayor McCarty led the Pledge of Allegiance to the United States and Texas flags.

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

##### **A.3.1 PROCLAMATION - RECOGNITION OF RICHLAND HIGH SCHOOL MARCHING BAND**

Council member Blake recognized and presented the Richland High School Marching Band with a proclamation for their performance and placing 11th in the Texas 2025 UIL 5A State Marching Band Contest.

#### **A.4 PUBLIC COMMENTS**

The following people commented on work session item No. 6, discuss closing a portion of Colorado Boulevard to through traffic: Bill Finstad, 7701 Terry Drive; and Jeff Paul, 5125 Colorado Boulevard.

#### **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 MITCHELL TO APPROVE CONSENT AGENDA ITEMS AS PRESENTED.

MOTION TO APPROVE CARRIED 6-0.

- B.1 APPROVE THE MINUTES OF THE NOVEMBER 10, 2025 CITY COUNCIL MEETING.
- B.2 APPROVE MINUTES OF THE NOVEMBER 17, 2025 SPECIAL CITY COUNCIL MEETING.
- B.3 CONSIDER AUTHORIZING THE PURCHASE OF EBOOKS AND E-AUDIOBOOKS FROM OVERDRIVE, INC. IN AN AMOUNT NOT TO EXCEED THE BUDGETED AMOUNT OF \$70,000.
- B.4 CONSIDER AUTHORIZING PURCHASE OF FITNESS EQUIPMENT FOR THE NRH CENTRE FROM RISHER FITNESS EQUIPMENT IN THE AMOUNT OF \$56,666.84 UTILIZING BUY BOARD CONTRACT NO. 764-25.
- B.5 CONSIDER RESOLUTION NO. 2025-046, AUTHORIZING THE CITY MANAGER TO EXECUTE REGIONAL ASSET TRANSFER ADDENDUM B\_16 WITH THE CITY OF FORT WORTH TO TRANSFER A SUBSCRIPTION RENEWAL FOR 10 ACOEM ACOUSTIC GUNSHOT DETECTION DEVICES PURCHASED BY THE CITY OF NORTH RICHLAND HILLS USING TAG GRANT NO. 2848911 FUNDS.
- B.6 CONSIDER THE APPROVAL OF A SUPPLEMENTAL AGREEMENT TO THE MULTIPLE USE AGREEMENT ALLOWING INSTALLATION OF LICENSE PLATE READER CAMERAS WITHIN TXDOT'S RIGHT-OF-WAY WITHIN THE CITY OF NORTH RICHLAND HILLS.
- B.7 CONSIDER THE PURCHASE OF A MINI-CALIBER ROBOT FROM ICOR TECHNOLOGY, INC IN THE AMOUNT OF \$85,061.18 USING THE OFFICE OF THE GOVERNOR FY26 EDWARD BYRNE MEMORIAL CRIMINAL JUSTICE ASSISTANCE GRANT NO. 5343201 FUNDS.
- B.8 CONSIDER AUTHORIZING PAYMENT TO THE CITY OF FORT WORTH FOR THE ANNUAL PUBLIC SAFETY RADIO SYSTEM SUBSCRIPTION IN THE AMOUNT OF \$156,378.

B.9 AWARD RFB 26-001 TO DDM CONSTRUCTION CORPORATION FOR CONSTRUCTION OF THE HARMONSON ROAD PROJECT (ST2218), FROM DAWN DRIVE TO MACKEY CREEK CHANNEL, IN THE AMOUNT OF \$2,578,506, INCLUDING ALTERNATE #1, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE RELATED CONSTRUCTION AGREEMENT.

B.10 CONSIDER AUTHORIZING PURCHASES FROM AUSTIN ASPHALT INC, AND REYNOLDS ASPHALT & CONSTRUCTION, FOR ASPHALT ROAD SURFACING PRODUCTS UTILIZING TARRANT COUNTY CONTRACT #F2025-182, IN COMPLIANCE WITH LOCAL AND STATE COOPERATIVE AND COMPETITIVE PURCHASING POLICIES AND REGULATIONS, IN A CUMULATIVE AMOUNT NOT TO EXCEED \$700,000.

B.11 CONSIDER THE AWARD OF RFP NO. 25-026 WHECO CONTROLS, LLC FOR DESIGN AND CONSTRUCTION OF THE WATAUGA PUMP STATION ELECTRICAL IMPROVEMENTS PROJECT (UT2401) IN THE AMOUNT OF \$199,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE RELATED CONSTRUCTION AGREEMENT.

B.12 CONSIDER AUTHORIZING THE PURCHASE OF TWO 2026 2WD CHEVROLET EQUINOXES AND THREE 2026 2WD CHEVROLET PPV TAHOE'S, IN THE COMBINED TOTAL AMOUNT OF \$247,913.50 FROM LAKE COUNTRY CHEVROLET INC., UTILIZING TIPS CONTRACT #240901.

B.13 CONSIDER AUTHORIZING THE PURCHASE OF TWO 2026 2WD FORD F-150 REGULAR CAB SHORT BEDS, TWO 2025 2WD FORD F-250 REGULAR CAB LONG BEDS, AND ONE 2026 4WD FORD F-250 CREW CAB IN THE COMBINED TOTAL AMOUNT OF \$233,791.50, FROM SILSBEE FORD, INC., UTILIZING TIPS CONTRACT #240901.

B.14 CONSIDER AUTHORIZATION OF A CONTRACT WITH REEDER DISTRIBUTORS, INC., UTILIZING BUYBOARD CONTRACT #715-23 IN THE AMOUNT OF \$136,906.70 FOR THE PURCHASE OF SIX STERTIL-KONE HEAVY DUTY PORTABLE COLUMN LIFTS AND THE PURCHASE OF AUTOMOTIVE PARTS, FLUIDS, EQUIPMENT, AND MAINTENANCE SERVICES.

B.15 AUTHORIZE THE PURCHASE OF ANNUAL RENEWAL SOFTWARE MAINTENANCE AND HARDWARE SUPPORT SERVICES UTILIZING THE DEPARTMENT OF INFORMATION RESOURCES (DIR) COOPERATIVE CONTRACT WITH MOTOROLA SOLUTIONS, INC. IN AN ANNUAL AMOUNT NOT TO EXCEED \$408,262 AND TOTAL CONTRACT PRICE NOT TO EXCEED \$1,532,253 THROUGH FISCAL YEAR 2028-2029.

- B.16 CONSIDER AUTHORIZING THE PURCHASE OF A FRAZER AMBULANCE (FS2604) FROM STERLING MCCALL FORD IN THE AMOUNT OF \$480,869 UTILIZING H-GAC CONTRACT #AM10-23.
- B.17 CONSIDER AUTHORIZING THE PURCHASE OF A VEHICLE ASSISTANCE AND REHAB UNIT IN THE AMOUNT OF \$329,962 FROM LDV CUSTOM SPECIALTY VEHICLES UTILIZING HGAC CONTRACT #AM10-23.
- B.18 CONSIDER AMENDMENT NO.1 TO THE COOPERATIVE PURCHASE CUSTOMER AGREEMENT WITH BAYCOM, INC., AN AUTHORIZED RESELLER OF PANASONIC CORPORATION OF NORTH AMERICA, TO INCREASE SPENDING FOR THE PURCHASE OF ANNUAL RENEWAL SOFTWARE MAINTENANCE AND RATIFY PURCHASES UTILIZING THE DEPARTMENT OF INFORMATION RESOURCES (DIR) COOPERATIVE AGREEMENT FOR A CUMULATIVE AMOUNT NOT TO EXCEED \$251,203 THROUGH JANUARY 3, 2029.
- B.19 CONSIDER AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE-YEAR MICROSOFT ENTERPRISE AGREEMENT PURCHASED FROM SOFTWAREONE, INC. IN AN ANNUAL AMOUNT NOT TO EXCEED \$300,000 AND TOTAL CONTRACT PRICE NOT TO EXCEED \$900,000 UTILIZING THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE AGREEMENT 210101.
- B.20 CONSIDER AUTHORIZING THE CITY MANAGER TO AMEND A CONTRACT WITH PENSKE COMMERCIAL VEHICLE US, LLC DBA PREMIER TRUCK GROUP, THROUGH AN INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH, FOR HEAVY-DUTY EQUIPMENT REPAIRS AND PARTS PURCHASES, FOR A REVISED CUMULATIVE AMOUNT NOT TO EXCEED \$250,000.
- B.21 CONSIDER ORDINANCE NO. 3939, AMENDING CHAPTER 2, ARTICLE II, DIVISION 2, RULES OF PROCEDURE OF THE CODE OF ORDINANCES OF THE CITY OF NORTH RICHLAND HILLS; SECTIONS 2-65, CHAIR AND DUTIES, AND 2-67, ORDER OF BUSINESS.

C. PUBLIC HEARINGS

- C.1 ZC25-0151, ORDINANCE NO. 3938, PUBLIC HEARING AND CONSIDERATION OF A REQUEST FROM TRENT PROPERTIES LLC FOR A ZONING CHANGE FROM AG (AGRICULTURAL) TO R-1 (SINGLE-FAMILY RESIDENTIAL) AT 7133 DOUGLAS LANE, BEING 0.949 ACRES DESCRIBED AS TRACT 2C, JOHN CONDRA SURVEY, ABSTRACT 311.

**APPROVED**

Mayor McCarty opened the public hearing for ZC25-0151, Ordinance No. 3938.

Director of Planning Cori Reaume informed City Council the applicant is requesting a zoning change for 0.949 located at 7133 Douglas Lane. The area is designated on the Comprehensive Land Use Plan as low density residential and the current zoning is AG, agricultural. Ms. Reaume provided site photos of the property.

Applicant Chris Trent, 7301 Smithfield Road, stated they are requesting to rezone and split the property into two lots for new home construction. Both lots will face and have access to Woodbend Park Road.

Ms. Reaume presented staff's report. The Planning and Zoning Commission, at their November 6, 2025 meeting, recommended approval of the request with a vote of 6-0.

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 PARKS, SECONDED BY COUNCIL MEMBER MITCHELL TO APPROVE ORDINANCE NO. 3938.**

**MOTION TO APPROVE CARRIED 6-0.**

**D. PLANNING AND DEVELOPMENT**

There were no items for this category.

**E. PUBLIC WORKS**

There were no items for this category.

**F. CITIZENS PRESENTATION**

There were no requests to speak from the public.

**G. GENERAL ITEMS**

**G.1 CONSIDER RESOLUTION NO. 2025-047, CONTINUING PARTICIPATION IN TARRANT COUNTY'S HOME INVESTMENT PARTNERSHIP PROGRAM**

**APPROVED**

City Council received a presentation from Assistant Director of Neighborhood Services Kristin James.

A MOTION WAS MADE BY COUNCIL MEMBER ROBERTS, SECONDED BY COUNCIL MEMBER DELANEY TO APPROVE RESOLUTION NO. 2025-047.

MOTION TO APPROVE CARRIED 6-0.

G.2 CONSIDER RESOLUTION NO. 2025-048, NOMINATING A CANDIDATE TO THE TARRANT COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS.

APPROVED

City Council received a presentation from City Manager Paulette Hartman.

A MOTION WAS MADE BY COUNCIL MEMBER MITCHELL, SECONDED BY MAYOR PRO TEM DEUPREE TO APPROVE RESOLUTION NO. 2025-048, NOMINATING MIKE ALFRED.

MOTION TO APPROVE CARRIED 6-0.

G.3 CONSIDER RESOLUTION NO. 2025-049, ADOPTING THE CITY'S INVESTMENT POLICY, ADOPTING THE CITY'S INVESTMENT STRATEGY, AND PROVIDING AN EFFECTIVE DATE.

APPROVED

City Council received a presentation from Assistant City Manager Trudy Lewis.

A MOTION WAS MADE BY MAYOR PRO TEM DEUPREE, SECONDED BY COUNCIL MEMBER BLAKE TO APPROVE RESOLUTION NO. 2025-049, ADOPTING THE CITY'S INVESTMENT POLICY, ADOPTING THE CITY'S INVESTMENT STRATEGY, AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE CARRIED 6-0.

G.4 CONSIDER AUTHORIZING THE PURCHASE OF THREE PERMANENTLY MOUNTED GENERATORS AND AUTOMATIC TRANSFER SWITCHES TO SERVICE FIRE STATION #1, FIRE STATION #4, AND FIRE STATION #5 UTILIZING SOURCEWELL COOPERATIVE CONTRACT NO. 092222-CMM IN THE AMOUNT OF \$612,431.

APPROVED

City Council received a presentation from Director of Facilities and Construction Chris Amarante.

A MOTION WAS MADE BY COUNCIL MEMBER PARKS, SECONDED BY COUNCIL MEMBER DELANEY TO AUTHORIZE THE PURCHASE OF THREE PERMANENTLY MOUNTED GENERATORS AND AUTOMATIC TRANSFER SWITCHES TO SERVICE FIRE STATION #1, FIRE STATION #4, AND FIRE STATION #5 UTILIZING SOURCEWELL COOPERATIVE CONTRACT NO. 092222-CMM IN THE AMOUNT OF \$612,431.

**MOTION TO APPROVE CARRIED 6-0.**

**G.5 ACTION PURSUANT TO ARTICLE V, SECTION 7 OF THE CITY CHARTER TO FILL VACANCY ON CITY COUNCIL.**

**APPROVED**

Mayor McCarty presented the item and recommended the appointment of Brianne Goetz to fulfill the vacancy of the unexpired term for City Council, Place 2.

A MOTION WAS MADE BY COUNCIL MEMBER ROBERTS, SECONDED BY COUNCIL MEMBER BLAKE TO CONSIDER ACTION REGARDING APPOINTMENT OF BRIANNE GOETZ TO UNEXPIRED TERM OF CITY COUNCIL, PLACE 2.

**MOTION TO APPROVE CARRIED 6-0.**

**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**

Council member Delaney made the following announcements.

The City of North Richland Hills is partnering with the Community Enrichment Center to assist families in need this holiday season. You can help by donating non-perishable food and new, unwrapped toys at City Hall or any NRH Fire Station.

Area mayors are joining forces in a friendly competition to support the Salvation Army.

Our very own Mayor McCarty and his helpers will be out ringing the bell at NRH Kroger and Walmart locations on Saturday, December 13 from 7:00 a.m. to 2:00 p.m. Donations can also be made through the mayor's virtual red kettle. Every donation helps the Salvation Army assist local families in need at Christmas time and throughout the year.

On Tuesday, December 16, the NRH Library is hosting a holiday concert like no other. The Flutissimo Flute Choir will be performing all your holiday favorites. This free event takes place from 6:30 p.m. to 7:30 p.m. in the library lobby.

Kudos Korner - Colin Boulware in Public Works - Colin was recently spotted blocking off a lane of traffic on Rufe Snow Drive and helping a family push their stranded car to the nearest parking lot. We appreciate him going above and beyond to help keep our community safe.

#### **J. ADJOURNMENT**

Mayor McCarty adjourned the meeting at 8:30 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:** January 12, 2026  
**SUBJECT:** Approve the 2026 City Council meeting schedule.  
**PRESENTER:** Alicia Richardson, City Secretary / Chief Governance Officer

### **GENERAL DESCRIPTION:**

The City Council meets on the second and fourth Monday of each month. There are occasions when meetings conflict with holidays or state and national conferences. Historically, the City Council meeting schedule has been modified to either cancel or reschedule a meeting close to Thanksgiving or Christmas holiday. Staff presented the proposed 2026 City Council meeting schedule at the December 8 Work Session. There being no opposition, staff was directed to bring forward the 2026 schedule for adoption at the January 12, 2026, City Council meeting.

## 2026 City Council Meetings

January						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
S	M	T	W	T	F	S
			1	2	3	4
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### **RECOMMENDATION:**

Approve the 2026 City Council meeting schedule.



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** January 12, 2026  
**SUBJECT:** Consider Resolution No. 2026-001, authorizing submission of the grant application and acceptance of allocated funds if awarded for the Bureau of Justice Assistance FY2025 Bulletproof Vest Partnership.  
**PRESENTER:** Jeff Garner, Chief of Police

### **SUMMARY:**

The Bureau of Justice Assistance (BJA) has announced the FY2025 Patrick Leahy Bulletproof Vest Partnership (BVP) application funding period under the FY2025 Bulletproof Vest Partnership solicitation created by the Bulletproof Vest Partnership Grant Act of 1998 and reauthorized by the Bulletproof Act of 2000. The Police Department is seeking authorization to apply for grant funding to purchase protective armor vests for sworn personnel.

### **GENERAL DESCRIPTION:**

The U.S. Department of Justice is committed to improving officer safety. The BVP initiative was designed to provide a critical resource to state and local law enforcement for the sole purpose of purchasing bullet-resistant body armor for sworn law enforcement officers. BJA has awarded more than 1.5 million bulletproof vests through the BVP Program.

The Police Department is seeking authorization to apply for grant funding up to \$16,000 for the FY2025 BVP funding to purchase ballistic armor vests for sworn personnel. To receive the BVP funds, every law enforcement agency must have a written body armor wear policy. A focus on safety is maintained at all levels within the department and is reinforced through supervision, training, and policy. North Richland Hills Police Department General Order Number 704 - Protective Equipment fulfills the body armor wear policy requirement of the grant.

There is a 50% match requirement, which will be funded through the police department's general fund budget. Justice Assistance Grant funds or other federal funding sources may not be used to pay for the portion of the bulletproof vest that is not covered by BVP funds. The deadline for submitting the grant application is December 19, 2025, and the use period for the FY2025 BVP funds will expire August 31, 2027.



**RECOMMENDATION:**

Approve Resolution No. 2026-001, authorizing submission of the grant application and acceptance of allocated funds if awarded for the Bureau of Justice Assistance FY2025 Bulletproof Vest Partnership.

**RESOLUTION NO. 2026-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NORTH RICHLAND HILLS, TEXAS AUTHORIZING SUBMISSION  
OF THE APPLICATION AND ACCEPTANCE OF ALLOCATED  
FUNDS IF AWARDED FOR THE BUREAU OF JUSTICE  
ASSISTANCE FY2025 BULLETPROOF VEST PARTNERSHIP.**

**WHEREAS**, the City of North Richland Hills, Texas possesses legal authority to apply for and to make appointments for the conduct of business relative to the Bureau of Justice Assistance (BJA) FY2025 Bulletproof Vest Partnership, designed to provide a critical resource to state and local law enforcement for the sole purpose of purchasing bullet-resistant body armor for sworn law enforcement officers; and

**WHEREAS**, the City Council of North Richland Hills finds it is in the best interest of the citizens of North Richland Hills to request the funds available under this program to purchase protective armor vests for sworn personnel.

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

**SECTION 1.** The City Council of the City of North Richland Hills hereby finds that the recitals set forth above are true and correct and are incorporated into this Resolution as if written herein.

**SECTION 2.** The City Council of North Richland Hills hereby authorizes and approves the submission of the application for the BJA FY2025 Bulletproof Vest Partnership and make appointments for the conduct of business relative to the grant.

**SECTION 3.** The City Council of the City of North Richland Hills agrees to provide 50% of the total project for the required match funding.

**SECTION 4.** The City Council of the City of North Richland Hills designates Jeff Garner, Chief of Police as the grantee's authorized official, with the power to apply for, accept, reject, alter, or terminate the funding request on behalf of the applicant agency.

**SECTION 5.** The City Council of the City of North Richland Hills agrees that the loss or misuse of BJA funds or failure to comply with all BJA award requirements may result in suspension or termination of award funds, the repayment of award funds, and/or other remedies available by law.

**SECTION 6.** All Resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent of such conflict.

**SECTION 7.** This Resolution shall take effect and be in full force and effect from and after the date of its adoption, and it is so resolved.

**PASSED AND APPROVED** on this 12<sup>th</sup> day of January, 2026.

**CITY OF NORTH RICHLAND HILLS**

---

Jack McCarty, Mayor

**ATTEST:**

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Alicia Richardson  
City Secretary/Chief Governance Officer

**APPROVED AS TO FORM AND LEGALITY:**

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Bradley A. Anderle, City Attorney

**APPROVED AS TO CONTENT:**

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Jeff Garner, Chief of Police



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** January 12, 2026

**SUBJECT:** Consider Resolution No. 2026-002, authorizing submission of the application and acceptance of allocated funds if awarded for the Texas Parks and Wildlife Department Recreational Trails Grant for the John Barfield Trail Spring Oak Extension.

**PRESENTER:** Adrien Pekurney, Director of Parks and Recreation

### **SUMMARY:**

Texas Parks and Wildlife Department (TPWD) administers the National Recreational Trails Fund in Texas under the approval of the Federal Highway Administration (FHWA). This federally funded program receives its funding from a portion of federal gas taxes paid on fuel used in non-highway recreational vehicles. If awarded, the Parks and Recreation Department will use the funds to help support the construction of PK2607- John Barfield Trail Spring Oak Extension adopted capital project.

### **GENERAL DESCRIPTION:**

The Parks and Recreation Department is seeking authorization to apply for and, if awarded, utilize grant funds offered through the National Recreational Trails Fund administered by TPWD. The reimbursable grants can cover up to 80% of project cost with a maximum of \$300,000 for non-motorized trail grants. Funds can be spent on recreational trail projects such as the construction of new recreational trails, improving existing trails, developing trailheads or trailside facilities, and acquiring trail corridors.

The current adopted FY2026 Park Fund Capital Infrastructure Project for the John Barfield Trail Spring Oak Extension provides for the design and construction of a 10' wide multi-use trail in the Oncor easement just east of Spring Oak Drive. This extension will relocate the current on-street section of the John Barfield Trail to the adjacent Oncor easement, resulting in a safer connection by keeping users in a dedicated pedestrian trail. When the John Barfield Trail was constructed in 2013, a small portion of property not owned by the city prohibited this section of the trail from being constructed. The land was acquired by the city in 2023, making this important off-street trail connection possible. There is a 20% match requirement which is currently funded within the adopted FY2026 Park Fund Capital Infrastructure Projects. The total grant application, if awarded, is \$300,000.



**RECOMMENDATION:**

Approve Resolution No. 2026-002, authorizing submission of the application and acceptance of allocated funds if awarded for the Texas Parks and Wildlife Recreational Trails Grant for the John Barfield Trail Spring Oak Extension.

**RESOLUTION NO. 2026-002**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NORTH RICHLAND HILLS, TEXAS, AUTHORIZING  
SUBMISSION OF THE APPLICATION AND ACCEPTANCE OF  
ALLOCATED FUNDS IF AWARDED FOR THE TEXAS PARKS  
AND WILDLIFE DEPARTMENT RECREATIONAL TRAILS  
GRANT FOR THE JOHN BARFIELD TRAIL SPRING OAK  
EXTENSION, GRANT #REC-2026-CITY OF NRH-00043  
EFFECTIVE OCTOBER 1, 2026**

**WHEREAS**, the City of North Richland Hills, Texas possesses legal authority to apply and make appointments for the conduct of business related to the Texas Parks and Wildlife Department Recreational Trails Grant for John Barfield Trail Spring Oak Extension, Grant #REC-2026-City of NRH-00043; and

**WHEREAS**, the City of North Richland Hills, Texas finds it in the best interest of the citizens of North Richland Hills that we request the funds available under this Program to support in the construction of a 10' wide multi-use trail in the Oncor easement extending north from the existing John Barfield Trail; and

**WHEREAS**, the John Barfield Trail Spring Oak Extension provides for the design and construction of a 10' wide multi-use trail in the Oncor easement just east of Spring Oak Drive; and

**WHEREAS**, this extension will relocate the current on-street section of the John Barfield Trail to the adjacent Oncor easement resulting in a safer connection by keeping users in a dedicated pedestrian trail.

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

**SECTION 1.** The City Council of the City of North Richland Hills hereby finds that the recitals set forth above are true and correct and are incorporated into this Resolution as if written herein.

**SECTION 2.** The City Council of the City of North Richland Hills hereby authorizes and approves the submission of the application and acceptance if awarded for the Texas Parks and Wildlife Department Recreational Trails Grant for the John Barfield Trail Spring Oak Extension, Grant #REC-2026-City of NRH-00043 effective October 1, 2026.

**SECTION 3.** The City Council of North Richland Hills agrees to provide 20% of the total project for the required match funding.

**SECTION 4.** The City Council of the City of North Richland Hills designates Adrien  
Resolution No. 2026-002  
Page 1 of 2

Pekurney, Director of Parks and Recreation, as the grantee's authorized official, with the power to apply for, accept, reject, alter, or terminate the funding request on behalf of the applicant agency.

**SECTION 5.** The City Council of the City of North Richland Hills agrees that the loss or misuse of TPWD funds or failure to comply with all TPWD award requirements may result in suspension or termination of award funds, the repayment of award funds, and/or other remedies available by law.

**SECTION 6.** All Resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent of such conflict.

**SECTION 7.** That this Resolution shall take effect and be in full force and effect from and after the date of its adoption, and it is so resolved.

**PASSED AND APPROVED** on this 12th day of January, 2026.

**CITY OF NORTH RICHLAND HILLS**

---

Jack McCarty, Mayor

**ATTEST:**

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Alicia Richardson  
City Secretary/Chief Governance Officer

**APPROVED AS TO FORM AND LEGALITY:**

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Bradley A. Anderle, City Attorney

**APPROVED AS TO CONTENT:**

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Adrien Pekurney, Director of Parks and Recreation

Grant Program Initiation Form			
Grant Title			
Fund Agency (Grantor)			
Nature of Program	Federal	State	Other
CFDA #			
Grant Amount			
Local Match Required	Yes	No	
Total Local Match Required			
Total Grant			
Approved in Adopted Budget	Yes	No	
Year of Initial Budget Adoption			
City Project #			
General purpose of the Grant:			
Items the Grant will pay for:			
Does Grant Require Council Approval?	Yes	No	
Does the grant program fund employment positions?	Yes	No	
Grant time period			
Does the grant program continue after grant funding ends?	Yes	No	
Application Deadline			
Project Manager Signature / Date			
Department Director Signature / Date			
Budget Director Signature/ Date			
City Manager Signature / Date			
Signature levels: \$1 - \$49,999 \$50,000 and above	Who Signs? Project Manager, Department Director, Budget Dir. Project Manager, Department Director, Budget Dir. & City Manager		



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** January 12, 2026

**SUBJECT:** Consider Resolution No. 2026-003, authorizing submission of the grant application and acceptance of allocated funds if awarded for the Office of the Governor's Public Safety Office FY27 General Victim Assistance Grant Program, Grant #3544408.

**PRESENTER:** Jeff Garner, Chief of Police

### **SUMMARY:**

The Office of the Governor's Public Safety Office (PSO) has announced the FY27 General Victim Assistance Grant Program funded under the Victims of Crime Act. The purpose of the program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. The Police Department is seeking authorization to apply for FY27 grant funding to fund the Victim Assistance Program's (VAP) personnel, related costs and equipment.

### **GENERAL DESCRIPTION:**

The partner cities of North Richland Hills (NRH), Haltom City, Richland Hills, and Watauga entered into a Joint Crime Victim Assistance Program Interlocal Agreement (Agreement) effective October 1, 2024 to provide prompt, comprehensive and compassionate victim services to all victims of violent crime in the four cities. As provided in Section 3 Scope of Services of the Agreement, NRH is responsible for the management of the program and the application for available grant funding to fund the VAP's personnel, related costs, and equipment needed to effectively provide services to crime victims.

The Police Department is seeking authorization to apply for grant funding, offered through the PSO's FY27 General Victim Assistance Grant Program, in the total amount of \$251,837.50. There is a 20% match requirement in the amount of \$50,367.50, with the grant providing \$201,470.00. The matching requirements and additional program costs will be shared with the partner cities based on percentages outlined for program expense sharing. The NRH portion will be included in our Crime Control & Prevention District fund budget.

### **RECOMMENDATION:**

Approve Resolution No. 2026-003, authorizing submission of the grant application and acceptance of allocated funds if awarded for the Office of the Governor's Public Safety Office FY27 General Victim Assistance Grant Program, Grant #3544408.

**RESOLUTION NO. 2026-003**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NORTH RICHLAND HILLS AUTHORIZING SUBMISSION OF  
THE APPLICATION AND ACCEPTANCE OF ALLOCATED  
FUNDS IF AWARDED FOR THE GOVERNOR'S PUBLIC  
SAFETY OFFICE FY27 GENERAL VICTIM ASSISTANCE  
GRANT PROGRAM #3544408 EFFECTIVE OCTOBER 1,  
2026.**

**WHEREAS**, the City of North Richland Hills, Texas possesses legal authority to apply for the Office of the Governor's Public Safety Office FY27 General Victim Assistance Grant Program, Grant #3544408, and make appointments for the conduct of business relative to the Grant; and

**WHEREAS**, the City Council of North Richland Hills finds it in the best interest of the citizens of North Richland Hills to provide prompt, comprehensive, and compassionate victim services to all victims of violent crime, lessen the impact of the crime, aid in survivor's recovery, and encourage participation in the criminal justice system; and

**WHEREAS**, the City Council of North Richland Hills desires to respond to the emotional and physical needs of crime victims in the four-city area by providing trained crime victim advocates to assist them throughout the process and beyond once any criminal proceedings are concluded.

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

**SECTION 1.** The City Council of the City of North Richland Hills hereby finds that the recitals set forth above are true and correct and are incorporated into this Resolution as if written herein.

**SECTION 2.** The City Council of the City of North Richland Hills hereby authorizes and approves the submission of the application and acceptance if awarded for the Governor's Public Safety Office FY27 General Victim Assistance Grant Program, Grant #3544408.

**SECTION 3.** The City Council of North Richland Hills agrees to provide 20% of the total project for the required match funding.

**SECTION 4.** The City Council of North Richland Hills designates the Chief of Police as the grantee's authorized official, with the power to apply for, accept, reject, alter, or terminate the funding request on behalf of the applicant agency.

**SECTION 5.** The City Council of North Richland Hills designates Rachel Clements as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

**SECTION 6.** The City Council of North Richland Hills agrees that the loss or misuse of PSO funds or failure to comply with all PSO award requirements may result in suspension or termination of award funds, the repayment of award funds, and/or other remedies available by law.

**SECTION 7.** All Resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent of such conflict.

**SECTION 8.** That this Resolution shall take effect and be in full force and effect from and after the date of its adoption, and it is so resolved.

**PASSED AND APPROVED** on this 12th day of January, 2026.

**CITY OF NORTH RICHLAND HILLS**

---

Jack McCarty, Mayor

**ATTEST:**

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Alicia Richardson  
City Secretary/Chief Governance Officer

**APPROVED AS TO FORM AND LEGALITY:**

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Bradley A. Anderle, City Attorney

**APPROVED AS TO CONTENT:**

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Jeff Garner, Chief of Police



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager    **DATE:** January 12, 2026  
**SUBJECT:** Consider Resolution No. 2026-004, authorizing submission of the application and acceptance of allocated funds if awarded for the Texas Governor's Public Safety Office FY27 Violence Against Women Justice and Training Program, Grant #3367210.  
**PRESENTER:** Jeff Garner, Chief of Police

### **SUMMARY:**

The Office of the Governor's Public Safety Office (PSO) has announced the FY27 Violence Against Women Justice and Training Program Grant #3367210 authorized by the Violence Against Women Act (VAWA) of 1994. The Police Department will use the funds as a renewal of the VAWA grant-funded detective position focusing on violent offenses against women.

### **GENERAL DESCRIPTION:**

The Police Department is seeking authorization to apply for and utilize continuation grant funds offered through the PSO's Violence Against Women Justice and Training Program. To combat the many and varied forms of crimes against women, this program promotes a coordinated, multi-disciplinary approach to reduce domestic violence, dating violence, sexual assault, and stalking through targeted investigations, prosecution, and targeted response operational support. The detective position funded by the FY18 grant award was staffed October 1, 2017.

The total grant application is for \$142,857.14. There is a 30% match requirement in the amount of \$42,857.14, with the grant providing \$100,000. The match requirement will be met with personnel costs.

### **RECOMMENDATION:**

Approve Resolution No. 2026-004, authorizing submission of the application and acceptance of allocated funds if awarded for the Texas Governor's Public Safety Office FY27 Violence Against Women Justice and Training Program, Grant #3367210.

**RESOLUTION NO. 2026-004**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NORTH RICHLAND HILLS, TEXAS, AUTHORIZING  
SUBMISSION OF THE APPLICATION AND ACCEPTANCE OF  
ALLOCATED FUNDS IF AWARDED FOR THE GOVERNOR'S  
PUBLIC SAFETY OFFICE FY27 VIOLENCE AGAINST WOMEN  
JUSTICE AND TRAINING PROGRAM GRANT #3367210  
EFFECTIVE OCTOBER 1, 2026.**

**WHEREAS**, the City of North Richland Hills, Texas possesses legal authority to apply and make appointments for the conduct of business relative to the Governor's Public Safety Office Violence Against Women Justice and Training Program Grant #3367210; and

**WHEREAS**, the City of North Richland Hills, Texas finds it in the best interest of the citizens of North Richland Hills that we request the funds available under this Program to strengthen effective law enforcement, prosecution and court strategies to combat family violence, sexual assault, dating violence, stalking crimes against women and to develop and strengthen victim services in such cases.

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

**SECTION 1.** The City Council of the City of North Richland Hills hereby finds that the recitals set forth above are true and correct and are incorporated into this Resolution as if written herein.

**SECTION 2.** The City Council of the City of North Richland Hills hereby authorizes and approves the submission of the application and acceptance if awarded for the Governor's Public Safety Office FY27 Violence Against Women Justice and Training Program Grant #3367210.

**SECTION 3.** The City Council of North Richland Hills agrees to provide 30% of the total project for the required match funding.

**SECTION 4.** The City Council of the City of North Richland Hills designates the Chief of Police as the grantee's authorized official, with the power to apply for, accept, reject, alter or terminate the funding request on behalf of the applicant agency.

**SECTION 5.** The City Council of North Richland Hills designates Rachel Clements as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

**SECTION 6.** The City Council of the City of North Richland Hills agrees that the loss or misuse of PSO funds or failure to comply with all PSO award requirements may result in suspension or termination of award funds, the repayment of award funds, and/or other remedies available by law.

**SECTION 7.** All Resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent of such conflict.

**SECTION 8.** That this Resolution shall take effect and be in full force and effect from and after the date of its adoption, and it is so resolved.

**PASSED AND APPROVED** on this 12th day of January 2026.

**CITY OF NORTH RICHLAND HILLS**

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Jack McCarty, Mayor

**ATTEST:**

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Alicia Richardson  
City Secretary/Chief Governance Officer

**APPROVED AS TO FORM AND LEGALITY:**

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Bradley A. Anderle, City Attorney

**APPROVED AS TO CONTENT:**

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Jeff Garner, Chief of Police



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** January 12, 2026  
**SUBJECT:** Consider Resolution No. 2026-005, authorizing submission of the grant application and acceptance of allocated funds if awarded for the Texas Governor's Office Criminal Justice Division FY2027 Edward Byrne Memorial Justice Assistance Grant Program, Grant #5697401.  
**PRESENTER:** Jeff Garner, Chief of Police

**SUMMARY:**

The Office of the Governor's Criminal Justice Division (CJD) has announced the FY2027 Edward Byrne Memorial Justice Assistance Grant Program, Grant #5697401, made available through the Bureau of Justice Assistance. The Police Department will use the grant funds if awarded for the purchase of software and equipment for the digital forensics lab and the crime scene search unit.

**GENERAL DESCRIPTION:**

The Police Department is seeking authorization to apply for and utilize grant funds offered through the Edward Byrne Memorial Justice Assistance Program. Funding through the program may be used to provide additional equipment, supplies, training and information systems for law enforcement. The Police Department will use the grant funds if awarded for the purchase of software and equipment for the digital forensics lab and the crime scene search unit.

The total grant request will not exceed \$125,000 and there is no match requirement. The specified goals, objectives and targets for the project are being developed and will be completed before the February 12, 2026 grant submission deadline.

**RECOMMENDATION:**

Approve Resolution No. 2026-005, authorizing submission of the grant application and acceptance of allocated funds if awarded for the Texas Governor's Office Criminal Justice Division FY2027 Edward Byrne Memorial Justice Assistance Grant Program, Grant #5697401.

**RESOLUTION NO. 2026-005**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NORTH RICHLAND HILLS, TEXAS, AUTHORIZING  
SUBMISSION OF AN APPLICATION AND ACCEPTANCE OF  
ALLOCATED FUNDS IF AWARDED FOR THE TEXAS  
GOVERNOR'S OFFICE CRIMINAL JUSTICE DIVISION FY2027  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE  
PROGRAM GRANT #5697401**

**WHEREAS**, the City of North Richland Hills, Texas possesses legal authority to apply for and to make appointments for the conduct of business relative to the Governor's Office Criminal Justice Division FY2027 Edward Byrne Memorial Justice Assistance Program Grant #5697401; and

**WHEREAS**, the City Council of North Richland Hills finds it is in the best interest of the citizens of North Richland Hills to request the funds available under this program to purchase software and equipment for the digital forensics lab and the crime scene search unit; and

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

**SECTION 1.** The City Council of the City of North Richland Hills hereby finds that the recitals set forth above are true and correct and are incorporated into this Resolution as if written herein.

**SECTION 2.** The City Council of the City of North Richland Hills hereby authorizes and approves the submission of the application and acceptance if awarded for the Texas Governor's Office Criminal Justice Division FY2027 Edward Byrne Memorial Justice Assistance Program Grant #5697401.

**SECTION 3.** The City Council of the City of North Richland Hills designates the Chief of Police as the grantee's authorized official, with the power to apply for, accept, reject, alter, or terminate the funding request on behalf of the applicant agency.

**SECTION 4.** The City Council of North Richland Hills designates Rachel Clements as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

**SECTION 5.** The City Council of North Richland Hills agrees that the loss or misuse of CJD funds or failure to comply with all CJD award requirements may result in suspension or termination of award funds, the repayment of award funds, and/or other remedies available by law.

**SECTION 6.** All Resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent of such conflict.

**SECTION 7.** This Resolution shall take effect and be in full force and effect from and after the date of its adoption, and it is so resolved.

**PASSED AND APPROVED** on this 12th day of January, 2026.

**CITY OF NORTH RICHLAND HILLS**

By: \_\_\_\_\_  
Jack McCarty, Mayor

**ATTEST:**

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Alicia Richardson  
City Secretary/Chief Governance Officer

**APPROVED AS TO FORM AND LEGALITY:**

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Bradley A. Anderle, City Attorney

**APPROVED AS TO CONTENT:**

---

Jeff Garner, Chief of Police



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** January 12, 2026  
**SUBJECT:** Consider Resolution No. 2026-006, Authorizing submission of the grant application and acceptance of allocated funds if awarded for the Texas Governor's Office FY2027 Rifle-Resistant Body Armor Grant Program, Grant #5699401.  
**PRESENTER:** Jeff Garner, Chief of Police

**SUMMARY:**

The Office of the Governor has announced the FY2027 Rifle-Resistant Body Armor Grant Program, Grant #5699401, made available under the Texas General Appropriations Act, Article I, Rider 25 for Trusteed Programs. The Police Department will use the grant funds if awarded for the purchase of rifle-grade soft armor plates for all sworn officers.

**GENERAL DESCRIPTION:**

The Police Department is seeking authorization to apply for and utilize grant funds offered through the FY2027 Rifle-Resistant Body Armor program. Funding through the program may be used to purchase body armor compliant with the National Institute of Justice (NIJ) standard type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers. The Police Department will use the grant funds if awarded for the purchase of rifle-grade soft armor plates for all sworn officers. These plates will replace the officer's current rifle-grade hard plates which have reached their expiration date.

The total grant request will not exceed \$200,000 and there is no match requirement. The specified goals, objectives and targets for the project are being developed and will be completed before the February 12, 2026 grant submission deadline.

**RECOMMENDATION:**

Approve Resolution No. 2026-006, authorizing submission of the grant application and acceptance of allocated funds if awarded for the Texas Governor's Office FY2027 Rifle-Resistant Body Armor Grant Program, Grant #5699401.

**RESOLUTION NO. 2026-006**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NORTH RICHLAND HILLS, TEXAS, AUTHORIZING  
SUBMISSION OF AN APPLICATION AND ACCEPTANCE OF  
ALLOCATED FUNDS IF AWARDED FOR THE TEXAS  
GOVERNOR'S OFFICE FY2027 RIFLE-RESISTANT BODY  
ARMOR GRANT PROGRAM, GRANT #5699401.**

**WHEREAS**, the City of North Richland Hills, Texas possesses legal authority to apply for and to make appointments for the conduct of business relative to the Governor's FY2027 Rifle-Resistant Body Armor Grant Program, Grant #5699401; and

**WHEREAS**, the City Council of North Richland Hills finds it is in the best interest of the citizens of North Richland Hills to request the funds available under this program to purchase rifle grade soft armor plates for all sworn officers.

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

**SECTION 1.** The City Council of the City of North Richland Hills hereby finds that the recitals set forth above are true and correct and are incorporated into this Resolution as if written herein.

**SECTION 2.** The City Council of the City of North Richland Hills hereby authorizes and approves the submission of the application and acceptance if awarded for the Texas Governor's Office FY2027 Rifle-Resistant Body Armor Grant Program, Grant #5699401.

**SECTION 3.** The City Council of the City of North Richland Hills designates the Chief of Police as the grantee's authorized official, with the power to apply for, accept, reject, alter, or terminate the funding request on behalf of the applicant agency.

**SECTION 4.** The City Council of North Richland Hills designates Rachel Clements as the grantee's financial officer. The financial officer is given the power to submit financial, and/or programmatic reports or alter a grant on behalf of the applicant agency.

**SECTION 5.** The City Council of North Richland Hills agrees that the loss or misuse of PSO funds or failure to comply with all PSO award requirements may result in suspension or termination of award funds, the repayment of award funds, and/or other remedies available by law.

**SECTION 6.** All Resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent of such conflict.

**SECTION 7.** This Resolution shall take effect and be in full force and effect from and after the date of its adoption, and it is so resolved.

**PASSED AND APPROVED** on this 12th day of January, 2026.

**CITY OF NORTH RICHLAND HILLS**

---

Jack McCarty, Mayor

**ATTEST:**

---

Alicia Richardson  
City Secretary/Chief Governance Officer

**APPROVED AS TO FORM AND LEGALITY:**

---

Bradley A. Anderle, City Attorney

**APPROVED AS TO CONTENT:**

---

Jeff Garner, Chief of Police



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager    **DATE:** January 12, 2026

**SUBJECT:** Consider Resolution No. 2026-007, approving the application for the Selective Traffic Enforcement Program (STEP) grant for the FY 2027 program grant year.

**PRESENTER:** Jeff Garner, Chief of Police

### **SUMMARY:**

The North Richland Hills Police Department has received notification from TxDOT that grant funds have been allocated under the Selective Traffic Enforcement Program (STEP) 2027 Program to reimburse for overtime hours incurred while conducting enforcement for speed compliance, increased DWI enforcement and intersection control.

### **GENERAL DESCRIPTION:**

The Texas Department of Transportation (TxDOT) provides grant programs to support the mission of the STEP Program, which is to reduce the number of speed-related and alcohol-impaired crashes, injuries, and fatalities throughout the State.

To receive the grant funds, the City of North Richland Hills is required to enter into a grant agreement with TxDOT. The City of North Richland Hills agrees to fund overtime for 450 projected additional man-hours targeting speed compliance, impaired drivers and intersection control throughout this period. The Police Department will seek reimbursement from TxDOT at the conclusion of each month for overtime costs incurred each month. The maximum amount of the grant is \$44,598.17, with TxDOT reimbursing the City of North Richland a maximum amount of \$37,242.73 and the City matching \$6,713.31, which represents 15.05% of the total wages for the program.

The Grant becomes effective October 1, 2026 and ends September 30, 2027, unless terminated or otherwise modified. The attached resolution will authorize application for the grant and appoint the Chief of Police as the agent to act for the City relative to the grant. The deadline to submit the grant proposal is January 16, 2026.

### **RECOMMENDATION:**

Approve Resolution No. 2026-007.

**RESOLUTION NO. 2026-007**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, APPROVING THE APPLICATION FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FOR THE FY2027 PROGRAM GRANT YEAR, EFFECTIVE OCTOBER 1, 2026.**

**WHEREAS**, the City of North Richland Hills, Texas possesses legal authority to apply for the TxDOT STEP 2027 Program Grant and make appointments for the conduct of business relative to the Grant; and

**WHEREAS**, the City Council of North Richland Hills finds it in the best interest of the citizens of North Richland Hills to provide for increased enforcement for speed compliance and additional enforcement hours targeting impaired drivers during fiscal year 2027; and

**WHEREAS**, the City Council of North Richland Hills finds that these two violations of the law unquestionably cause our citizens injury and property damage.

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

**SECTION 1.** The City Council hereby finds that the recitals set forth above are true and correct and are incorporated into this Resolution as if written herein.

**SECTION 2.** The City Council of North Richland Hills agrees to fund overtime hours to provide for this additional enforcement during fiscal year 2027, in anticipation of reimbursement from the Texas Department of Transportation as set forth in the Grant Agreement.

**SECTION 3.** The City Council of North Richland Hills designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

**SECTION 4.** All Resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent of such conflict.

**SECTION 5.** That this Resolution shall take effect and be in full force and effect from and after the date of its adoption, and it is so resolved.

**PASSED AND APPROVED** on this 12<sup>th</sup> day of January, 2026.

**CITY OF NORTH RICHLAND HILLS**

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Jack McCarty, Mayor

**ATTEST:**

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Alicia Richardson  
City Secretary/Chief Governance Officer

**APPROVED AS TO FORM AND LEGALITY:**

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Bradley A. Anderle, City Attorney

**APPROVED AS TO CONTENT:**

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Jeff Garner, Chief of Police



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** January 12, 2026  
**SUBJECT:** Consider authorizing the purchase of annual hardware and software maintenance utilizing the Department of Information Resources (DIR) Cooperative Agreement with Red River Technology, LLC, for a cumulative amount not to exceed \$550,000 through November 25, 2029.  
**PRESENTER:** Amy Stephens, Director of Information Technology

### **SUMMARY:**

Staff requests City Council to approve the renewal of annual maintenance for the City's hardware and software platforms, including the Pure data storage platform using DIR contract DIR-CPO-5400 in an amount not to exceed \$550,000 through the contract term of November 25, 2029.

### **GENERAL DESCRIPTION:**

Red River Technology, LLC is an authorized reseller for Pure Storage, Inc., which supports storage hardware, software, and related maintenance that is utilized by the City on an annual basis. This includes security patches and vendor support necessary to ensure system reliability, performance, and data availability.

Red River Technology, LLC participates in the Texas Department of Information Resources (DIR) Cooperative Purchasing Program. By utilizing DIR-CPO-5400, the City satisfies all state competitive procurement requirements. The proposed contract term extends through November 25, 2029, after all automatic renewals, with a total contract amount not to exceed \$550,000.

Funding for this purchase is included in the City's adopted Fiscal Year 2026 operating budget. As long as funds are appropriated in the City's annual budget each year, North Richland Hills would be able to take advantage of the available pricing, plus the standard percentage increases. Provided that the terms and conditions of the contracts do not change, the remaining renewals will not require additional City Council approval.

### **RECOMMENDATION:**

Authorize the purchase of annual hardware and software maintenance utilizing the Department of Information Resources (DIR) Cooperative Agreement with Red River



Technology, LLC, for a cumulative amount not to exceed \$550,000 through November 25, 2029.



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

This **Cooperative Purchase Customer Agreement** ("Customer Agreement") is entered into by and between **Red River Technology LLC** ("Reseller"), an authorized Reseller of **Pure Storage, Inc.** ("Vendor") and the **City of North Richland Hills**, ("Customer" or "Authorized Customer"), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the **Texas Department of Information Resources** ("Cooperative Entity") and Vendor, Contract No. **DIR-CPO-5400**, as amended, (the "Agreement") with an expiration date of **11/25/2026**. This Customer Agreement includes and shall be governed by (i) the terms and conditions of the Agreement, which are incorporated herein by reference and available online at <https://dir.texas.gov/contracts/dir-cpo-5400> or upon request from Reseller, (ii) the attached Reseller Quote/Purchase Order No. **Quote # N/A**, if applicable, and (iii) the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills Contracts, if applicable, all of which are attached hereto and/or incorporated herein by reference. Authorized Customer is eligible and desires to purchase **Data Storage, Data Communications & Networking Equipment and Related Services** pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity and will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Reseller agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Reseller agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Reseller agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Reseller with reasonable advance notice of any intended audits.

**Purchase Price** - Payments under this Customer Agreement shall not exceed **\$ 549,783 including all authorized renewals** ("Purchase Price").

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

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

**Supply / As Needed Contract** – The Term shall be effective as of October 1<sup>st</sup> and shall expire on September 30<sup>th</sup> at the end of FY **22-23**. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

**Multi-Year Contract** – The Term shall be for 1 year(s) expiring on **11/25/2026**. This Customer Agreement may be renewed for **one (1) optional two-year renewal and one (1) optional one-year renewal**. **Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically**. Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$100,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

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

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

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

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this **12** day of **January** 20 **26**

[Signature Page Follows]

**ACCEPTED AND AGREED:**

**CITY OF NORTH RICHLAND HILLS:**

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

**(Check the box if \$3,000 or less)**

By: Charles Benson  
Charles Benson, Purchasing Manager

Department Director:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Department: \_\_\_\_\_

**APPROVED:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Paulette A. Hartman, City Manager

Or Designee:

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

**ATTEST:**

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

By: \_\_\_\_\_  
Crystal Dozier, Assistant City Secretary

NRH City Council Action: Y  N

Date Approved:

Agenda Item No:

Ord/Res No.

**APPROVED TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Bradley A. Anderle, City Attorney

**RED RIVER TECHNOLOGY LLC:**

By: Susan Wease  
Name: **Susan Wease, Director Contracts**  
Title: Click or tap here to enter text.  
Date: **12/15/2025**



**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: The Texas Department of Information Resources DIR-CPO-5400 Contract

Legal Name of Cooperative Contractor: Pure Storage, Inc.

Legal Name of Third-Party Contractor (if applicable) (if not applicable enter N/A): Red River Technology LLC

Description of Goods or Services ("Goods or Services"): Data Storage, Data Communications & Networking Equipment and Related Services

Cooperative Agreement: DIR-CPO-5400

Total Contract Price: \$ 549,783 including all authorized renewals

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:**

**RED RIVER TECHNOLOGY LLC**

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

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

By: Susan Wease \_\_\_\_\_  
Name: Susan Wease  
Title: Director, Contracts

Date: 12/15/2025

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**City of North Richland Hills**

Amy Stephens  
4301 CITY POINT DR  
NORTH RICHLAND HILLS, TX 76180  
astephens@nrhtx.com

**QUOTE NUMBER****OP-0126490-1**

Quote Date:	RFQ:
12/3/2025	
Contract:	TEXAS DIR-PURE STOR2 #DIR-CPO-5400
Quote Name:	OP-0126490

**THANK YOU FOR YOUR INTEREST.**

We are pleased to provide you with the following quote per your request. If you need additional services for ongoing product support, please contact us.

LEAD TIME	SHIP VIA	F.O.B.	TERMS
3 DAYS ARO	GRD SHIP	FOB Destination	NET 30

**YOUR ACCOUNT TEAM**

**Brittany Crawford**  
brittany.crawford@redriver.com  
2146808332

**Betsy Sadler**  
betsy.sadler@redriver.com

*Lead times are based on the most current information available and are subject to change as situations impacting our Secure Supply Chain evolve.*

LINE #	ITEM #	DESCRIPTION	QTY	PRICE	EXT. PRICE
		TEXAS DIR-PURE STOR2 - #DIR-CPO-5400 Pure Storage Renewal 2025-2026			
		Flash Array //X20: Primary - 12/15/25 - 12/14/26			
1	FA-X20R3-22TB-1MOGOLD	PURE STORAGE  PURE STORAGE-EVERGREEN GOLD RENEWAL-1MO-NRH-ADM-Pure- Array01.nrhtx.com (PCHFJ20380067, PSPFT204014S9)	12	\$1,293.44	\$15,521.28
		TEXAS DIR-PURE STOR2 #DIR-CPO-5400 <b>PoP Date:</b> 12/15/2025-12/14/2026			
2	DFM-CHASSIS-DP-22TB-1MOGOLD	PURE STORAGE  PURE STORAGE - EVERGREEN GOLD RENEWAL - 1 MONTH - CHASSIS EXPANSION (PSPFT21401LVS)	12	\$648.57	\$7,782.84
		TEXAS DIR-PURE STOR2 #DIR-CPO-5400			

**PoP Date:** 12/15/2025-12/14/2026

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3	SS-DFM-45TB-1MO-PRM-FVR	PURE STORAGE	12	\$1,314.00	\$15,768.00
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PURE STORAGE EVERGREEN FOREVER SUB  
FOR 45TB EXPN - 4 HOUR DEL, 24X7  
SUPPORT, 1 MTH TERM

TEXAS DIR-PURE STOR2  
#DIR-CPO-5400  
**PoP Date:** 12/15/2025-12/14/2026

Flash Array //X20: DR - 12/15/25 - 12/14/26

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4	FA-X20R3-22TB-1MOGOLD	PURE STORAGE	12	\$1,293.44	\$15,521.28
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PURE STORAGE-EVERGREEN GOLD  
RENEWAL-1MO-NRH-DR-Pure-  
Array01.nrhtx.com  
(PCHFJ20380003C,PSPFT204014SL)

TEXAS DIR-PURE STOR2  
#DIR-CPO-5400  
**PoP Date:** 12/15/2025-12/14/2026

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5	DFM-CHASSIS-DP-22TB-1MOGOLD	PURE STORAGE	12	\$648.57	\$7,782.84
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PURE STORAGE - EVERGREEN GOLD  
RENEWAL - 1 MONTH - CHASSIS EXPANSION  
(PSPFT21401LVM)

TEXAS DIR-PURE STOR2  
#DIR-CPO-5400  
**PoP Date:** 12/15/2025-12/14/2026

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6	SS-DFM-45TB-1MO-PRM-FVR	PURE STORAGE	12	\$1,314.00	\$15,768.00
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PURE STORAGE EVERGREEN FOREVER SUB  
FOR 45TB EXP - 4 HR DELIVERY, 24X7  
SUPPORT, 1 MTH TERM

TEXAS DIR-PURE STOR2  
#DIR-CPO-5400  
**PoP Date:** 12/15/2025-12/14/2026

Flash Array //C60 - 12/15/25 - 12/14/26

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7	FA-C60R3-590TB-1MOGOLD	PURE STORAGE	12	\$3,980.50	\$47,766.00
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PURE-EVERGRN GOLD RNWL-1MO-NRH-  
ADM-Pure-Array02.nrhtx.com  
(PCHFJ2244006,PSPFT230402K1,PSPFT2305  
032N)

TEXAS DIR-PURE STOR2  
#DIR-CPO-5400  
**PoP Date:** 12/15/2025-12/14/2026

Pure Storage - "Free Every Three" Controller Upgrade Eligibility

8	FA-X-TO-X20R5-ETH-FF-UPG	PURE STORAGE	1	\$0.00	\$0.00
<p>PURE STORAGE - FLASHARRAY //X20R3 TO FLASHARRAY //X20R5 CONTROLLER UPGRADE</p>					
		TEXAS DIR-PURE STOR2 #DIR-CPO-5400 <b>PoP Date:</b> 12/15/2025-12/14/2026			
<hr/>					
9	PS-DP-UPISUPGDRN	PURE STORAGE	1	\$9,560.00	\$9,560.00
<p>PURE STORAGE - PROFESSIONAL SERVICES FOR CONTROLLER UPGRADE</p>					
		TEXAS DIR-PURE STOR2 #DIR-CPO-5400 <b>PoP Date:</b> 12/15/2025-12/14/2026			
<hr/>					
10	FA-X-TO-X20R5-ETH-FF-UPG	PURE STORAGE	1	\$0.00	\$0.00
<p>PURE STORAGE - FLASHARRAY //X20R3 TO FLASHARRAY //X20R5 CONTROLLER UPGRADE</p>					
		TEXAS DIR-PURE STOR2 #DIR-CPO-5400 <b>PoP Date:</b> 12/15/2025-12/14/2026			
<hr/>					
11	PS-DP-UPISUPGDRN	PURE STORAGE	1	\$9,560.00	\$9,560.00
<p>PURE STORAGE - PROFESSIONAL SERVICES FOR CONTROLLER UPGRADE</p>					
		TEXAS DIR-PURE STOR2 #DIR-CPO-5400 <b>PoP Date:</b> 12/15/2025-12/14/2026			
<hr/>					

**TOTAL**

\$145,030.24

**\*Attention Contracting\*** Domestic Orders placed against this quote may be subject to state sales tax (if applicable) unless your organization's tax exemption certificate for the appropriate state(s) is included in your order. This quote is valid for 30 days unless otherwise noted within this quote. For terms and conditions please visit:

[Terms and Conditions](#)

**REMIT TO:**

Red River Technology LLC  
PO Box 780924  
Philadelphia, PA 19178-0924

The use of the items sold hereunder are governed by and subject to the end user terms located at (as applicable):



**\*\*\* Attention Contracting \*\*\*** Domestic Orders placed against this quote may be subject to state sales tax unless your organization's tax exemption certificate for the appropriate state(s) is included in your order.

This quote is provided IAW FAR Part 13, 14, or 15.

This quote is valid for 30 days unless otherwise noted within this quote.

#### **Terms and Conditions**

Thank you for working with Red River Technology LLC

Quotations are considered all or nothing unless otherwise specified. Please contact us if you have a quotation you would like to procure a portion of.

This quote is intended for the use of the person to whom it is addressed and contains information that is privileged and confidential and may be protected from disclosure under applicable law. If you are not the intended recipient, your use of this message for any purpose is strictly prohibited. If you have received this quote in error, please notify the sender so that we may correct our records

All purchases are subject to credit approval. Invoicing of hardware/software products and licensing will be based on proof of delivery.

Invoicing of services will be based on Period of Performance (POP) start date, milestone completion, or as otherwise agreed upon in Statement of Work (SOW).

All returns are subject to pre-approval and must have an RMA (Return Merchandise Authorization) number issued by Red River Technology LLC. Return approval may be based on the policies of the manufacturers whose products we provide. Generally, unopened products in 100% re-sellable condition may be returned within 30 days. Please take note that most manufacturers do not permit the return of products that have been opened, custom built or otherwise preconfigured. Some manufacturers do not allow returns for any reason. Please check with your sales representative for specific manufacturer return guidelines. Failure to return a product within the applicable return period will be deemed to be an acceptance of the product.

Red River Technology LLC does not separately warrant the products of the manufacturers we carry.

Red River Technology LLC will honor all pricing for a period of 30 days pending manufacturer or distributor price increase or discontinuance, unless otherwise noted within this quote.

Shipments of information technology products to California may require additional charges to cover CA state environmental fees.

The customer will be responsible for all legal costs and third party collection fees associated with non-payment of invoices.

Terms and conditions, and other contractual obligations, based on effective customer specific contracts and/or agreements supersede and take precedence over these standard terms and conditions.

Orders may be subject to state or local taxes without the provision of reseller, or valid tax exemption certificates.

Red River Technology LLC is an equal opportunity employer. All decisions concerning the employment relationship are made without regard to age, race, color, religion, creed, sex, national origin, marital status, veteran status, the presence of any physical or mental disability, genetic information or any other status or characteristic protected by federal, state, or local law. Discrimination or harassment based upon any of these factors is wholly inconsistent with our company values and will not be tolerated.

These terms and conditions are subject to change without notice.

Additional shipping charges may apply when OCONUS, expedited, or heavy-weight shipments or any non-standard shipping arrangements are requested and/or required for order fulfillment.

Contract Number

**DIR-CPO-5400**

Contract Start Date: **11/25/24** 

Contract Term Date: **11/25/26** 

Contract Expiration Date: **11/25/29** 

Vendor Information

**Pure Storage Inc**

Vendor ID: **1271069557**

RFO: **DIR-CPO-TMP-577**

Contract Status: **Active**

**VENDOR CONTACT:**

Katie Lefebvre 

Phone: 630-863-9428

Fax: 410-414-2117

Vendor Website 

**DIR CONTACT:**

Suzanne Carson 

Phone: (512) 475-4948

## Contract Overview

PURE STORAGE, INC. offers data storage products and related services through this contract.

## Contract Details & Ordering Information

[Products & Services](#)

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

• [Resellers](#)

**MORE INFORMATION**

[Vendor Website](#) 

Visit this Vendor's website to view the latest product, service, and pricing information.

### Reseller Vendor Contacts

[!\[\]\(da38eec775f030d254d1c069b22ba8bc\_img.jpg\) Download Vendor List \(.CSV\)](#)

Porter Burgess Company dba Flair Data Systems	1750995 208500	Non HUB	Larissa Perez	P: (214) 445-3525 F:	2805 North Dallas Parkway, Ste. 240 Plano, TX 75093	lperez@flairdata.com
Presidio Networked Solutions Group, LLC	1760515 249906	Non HUB	DIR Team	P: (469) 549-3800 F: (469) 549-3888	7701 Las Colinas Ridge, STE 600 Irving, TX 75063	dladir-contracts@presidio.com
Red River Technology LLC	1020483 3411	Non HUB	Phill Wieser	P: F:	21 Water St., Suite 500 Claremont, NH 03743	texasdir@redriver.com
Red8 LLC	1330249 200	Non HUB	Michelle	P: (714) 222-2244 F: (714) 222-2244	611 A-100	michelle@red8.com

**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCTS AND RELATED SERVICES**  
***PURE STORAGE, INC.***

## **1 INTRODUCTION**

### **1.1 Parties**

This contract for Data Storage, Data Communications & Networking Equipment and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and PURE STORAGE, INC., a Delaware For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 650 Castro Street, Suite 400, Mountain View, California 94041.

### **1.2 Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-577, on 10/20/2023, for Data Storage, Data Communications & Networking Equipment and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-577, shall be posted by DIR on the Electronic State Business Daily.

### **1.3 Order of Precedence**

- A. For transactions under this Contract, the order of precedence shall be as follows:
  1. this Contract;
  2. **Appendix A, Standard Terms and Conditions;**
  3. **Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;**
  4. **Appendix C, Pricing Index;**
  5. **Appendix D, Service Agreement template;**
  6. **Exhibit 1, RFO DIR-CPO-TMP-577**, including all Addenda; and

7. **Exhibit 2, Successful Respondent's Response to RFO** DIR-CPO-TMP-577, including all Addenda.
- B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

#### **1.4 Definitions**

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions.**

### **2 TERM OF CONTRACT**

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

### **3 OPTION TO EXTEND**

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

### **4 PRODUCT AND SERVICE OFFERINGS**

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-577 for Data Storage, Data Communications & Networking Equipment and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its

product and service offerings, provided that any changes or additions must be within the scope of the RFO.

## 5 PRICING

### 5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

### 5.2 Customer Discount

- A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.
- B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.
- C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

### 5.3 Changes to Prices

- A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.
- B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

### 5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

## 6 DIR ADMINISTRATIVE FEE

- A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.
- B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

## 7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

- A. A current price list or mechanism to obtain specific contract pricing;
- B. MSRP/list price or DIR Customer price;
- C. Discount percentage (%) off MSRP or List Price;
- D. Resulting Purchase Orders must reference DIR contract number;
- E. Warranty policies; and
- F. Return policies.

## 8 USE OF ORDER FULFILLERS

### 8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

### 8.2 Designation of Order Fulfillers

- A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
- B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfller information: Order Fulfller name, Order Fulfller business address, Order Fulfller CPA Identification Number, Order Fulfller contact person email address and phone number.
- C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.
- D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful

Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.

- E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
- F. Successful Respondent shall not prohibit any Order Filler from participating in other procurement opportunities offered through DIR.

### **8.3 Changes in Order Filler**

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

### **8.4 Order Filler Pricing to Customer**

Order Filler pricing to the Customer shall be in accordance with Section 5.

## **9 NOTIFICATION**

All notices under this Contract shall be sent to a party at the respective address indicated below.

#### **If sent to the State:**

Lisa Massock or Successor in Office  
Chief Procurement Officer  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-4700

**If sent to Successful Respondent:**

Katie Lefebvre  
PURE STORAGE, INC.  
2555 Augustine Dr.  
Santa Clara, California 95054  
Phone: (630) 863-9428  
Email: klefebvre@purestorage.com

## 10 SOFTWARE LICENSE AND SERVICE AGREEMENTS

### 10.1 Software License Agreement

- A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.
- B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

### 10.2 Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in **Appendix D** of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Successful Respondent and DIR. Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.

## 11 CONFLICTING OR ADDITIONAL TERMS

- A. The terms and conditions of this Contract shall supersede any additional

conflicting or additional terms in any additional service agreements, statement of

work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

- B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.
- C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
- D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

## **12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS**

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

**PURE STORAGE, INC.**

**Authorized By:** Signature on File

**Name:** Bryan Thomas

**Title:** Vice President, Americas Public Sector Sales

**Date:** 11/19/2024 | 1:33 PM PST

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Lisa Massock

**Title:** Chief Procurement Officer

**Date:** 11/25/2024 | 8:59 AM CST

**Office of General Counsel:** Initials on File

**Date:** 11/24/2024 | 9:23 PM CST





## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** January 12, 2026  
**SUBJECT:** Consider Amendment No.1 to the Cooperative Purchase Customer Agreement with Red River Technology, LLC to increase spending for the purchases of hardware and annual renewal software maintenance and ratify purchases utilizing The Interlocal Purchasing Systems (TIPS) Cooperative Agreement for a cumulative amount not to exceed \$697,300 through May 31, 2029.  
**PRESENTER:** Amy Stephens, Director of Information Technology

### **SUMMARY:**

Staff recommends the City Council approve an amendment to increase spending for hardware purchases and annual renewal software maintenance for the City's network infrastructure using TIPS Contract No. TIPS 230105 with the cumulative amount not to exceed \$697,300 through the end of the contract term, May 31, 2029.

### **GENERAL DESCRIPTION:**

Red River Technology, LLC is an authorized reseller that supplies hardware and various software, including virtual server infrastructure platforms and server operating system solutions used to run and manage critical servers and applications. In Fiscal Years 2024 and 2025, hardware purchases and software renewals were procured under the existing Cooperative Purchase Customer Agreement (Agreement) with Red River Technology, LLC for a total of \$26,762. The Agreement limits total expenditures with Red River Technology to \$49,999; therefore, this Amendment is requested to increase the spending limit through May 31, 2029.

A virtualized platform enables multiple systems and applications to operate efficiently on shared hardware, while the underlying server operating system supports public safety applications by providing system stability, security updates, and vendor support. The proposed purchase includes annual licensing renewals and maintenance and support services for these systems.

The expected expenses are categorized as follows:

### **Total Cost Through May 31, 2029**

Subscription Expenses	
Virtual Server Platform (\$149,000 x 4 renewals)	\$598,400



Server/Application Management (\$5,800 x 4 renewals)	\$23,200
Cumulative Software Inflation Expense	\$48,938
One-Time Cost	
Ratify FY 2024 & 2025 Renewal Purchases	\$26,762
<b>Total Amended Contract Amount</b>	<b>\$697,300</b>

Red River Technology, LLC participates in The Interlocal Purchasing Systems (TIPS) Cooperative Purchasing Program. By utilizing TIPS 230105, the City satisfies all state competitive procurement requirements. The proposed contract term extends through May 31, 2029, which includes all authorized renewals, with a total contract amount not to exceed \$697,300.

Funding for this purchase is included in the City's adopted Fiscal Year 2026 operating budget. As long as funds are appropriated in the City's annual budget each year, North Richland Hills would be able to take advantage of the available pricing, plus the standard percentage increases. Provided that the terms and conditions of the contracts do not change, the remaining renewals will not require additional City Council approval.

**RECOMMENDATION:**

Approve Amendment No.1 to the Cooperative Purchase Customer Agreement with Red River Technology, LLC to increase spending for the purchases of hardware and annual renewal software maintenance and ratify purchases utilizing The Interlocal Purchasing Systems (TIPS) Cooperative Agreement for a cumulative amount not to exceed \$697,300 through May 31, 2029.

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

THE STATE OF TEXAS §

THE COUNTY OF TARRANT §

**WHEREAS**, the City of North Richland Hills (“City”) and Red River Technology LLC (“Contractor”) collectively referred to as the “parties,” made and entered into a Cooperative Purchase Customer Agreement effective on April 3, 2024 (“Agreement”); and

**WHEREAS**, the Agreement involves technology solutions, products, and services provided to the City and is governed by the terms and conditions of TIPS 230105 (“Cooperative Entity Contract”); and

**WHEREAS**, the Agreement provides for a maximum expenditure amount not to exceed \$49,999 in payments for 4 year(s) through May 31, 2028; and

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

1. Effective January 12, 2026, the Cooperative Purchasing Customer Agreement is hereby amended to modify the Agreement to provide a maximum expenditure amount, including all authorized renewals, which shall not exceed \$697,284 through May 31, 2029.
2. All other provisions of the Agreement that are not expressly amended herein shall remain in full force and effect.

**ACCEPTED AND AGREED:**

**CITY OF NORTH RICHLAND HILLS:**

By: \_\_\_\_\_  
Paulette A. Hartman, City Manager

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

**RED RIVER TECHNOLOGY LLC:**

Digitally signed by Susan  
Wease  
Name, Title Susan Wease, Director, Contracts  
Date: 2025.12.17 18:00:15  
-05'00'

Date: 12/17/2025

**APPROVED TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Bradley A. Anderle, City Attorney

**ATTEST:**

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



**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: The Interlocal Purchasing System ("TIPS") RFP 230105 Vendor Agreement

Legal Name of Cooperative Contractor: Red River Technology 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"): Technology Solutions, Products, and Services

Cooperative Agreement: TIPS 230105

Total Contract Price: \$ 697,284

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:**

**RED RIVER TECHNOLOGY LLC**

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

By: *Susan Wease*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



City Secretary Office  
Official Record Copy



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

This Cooperative Purchase Customer Agreement ("Customer Agreement") is entered into by and between Red River Technology, LLC ("Vendor") and the City of North Richland Hills, ("Customer" or "Authorized Customer"), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the [The Interlocal Purchasing Systems ("TIPS")] ("Cooperative Entity") and Vendor, Contract No. TIPS 230105, as amended, (the "Agreement") with an expiration date of 5/31/2028. This Customer Agreement includes and shall be governed by (i) the terms and conditions of the Agreement, which are incorporated herein by reference and available online at [https://www.tips-usa.com/assets/Vendorspdf/230105\\_CONTRACT\\_Technology\\_Red\\_River\\_Technology.pdf](https://www.tips-usa.com/assets/Vendorspdf/230105_CONTRACT_Technology_Red_River_Technology.pdf) or upon request from Vendor, (ii) the attached Vendor Quote/Purchase Order No. OP-0110666-3, if applicable, and (iii) the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills Contracts, if applicable, all of which are attached hereto and/or incorporated herein by reference. Authorized Customer is eligible and desires to purchase [Technology Solutions, Products, and Services] pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity and will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

**Purchase Price -** Payments under this Customer Agreement shall not exceed \$ 49,999.00 ("Purchase Price").

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

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

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

**Multi-Year Contract** – The Term shall be for 4 year(s) expiring on May 31, 2028. This Customer Agreement may be renewed for a one-year consecutive option for renewal. Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

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

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

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

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this 3 day of April 20 24.

[Signature Page Follows]



City Secretary Office  
Official Record Copy

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

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

(Check the box if \$3,000 or less)

By: **Scott Kendall** Digitally signed by Scott Kendall  
Date: 2024.04.09 08:14:25 -05'00'  
Scott Kendall, Purchasing Manager

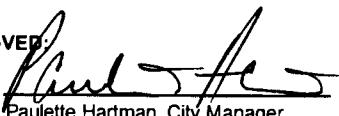
Department Director:

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

Printed Name:

Department:

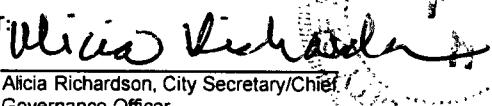
APPROVED:

By:  Date: 4/23/24  
Paulette Hartman, City Manager

Or Designee:

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

ATTEST:

By:   
Alicia Richardson, City Secretary/Chief  
Governance Officer

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

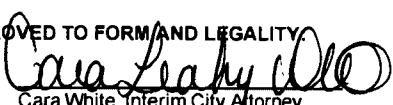
NRH City Council Action: Y  N

Date Approved: 4/23/2024

Agenda Item No: \_\_\_\_\_

Ord/Res No. \_\_\_\_\_

APPROVED TO FORM AND LEGALITY

By:   
Cara White, Interim City Attorney  
By: \_\_\_\_\_  
Thomas McMillian, Assistant City Attorney



City of North Richland Hills

Bryant Harvey  
4301 City Point Dr.  
North Richland Hills, TX 76180  
bharvey@nrhtx.com

## THANK YOU FOR YOUR INTEREST.

We are pleased to provide you with the following quote per your request. If you need additional services for ongoing product support, please contact us.

LEAD TIME	SHIP VIA	F.O.B.	TERMS
30 DAYS ARO	GRD SHIP	FOB Destination	NET 30

## QUOTE NUMBER OP-0110666-3

Quote Date:	RFQ:
4/3/2024	
Contract:	TIPS-2
#230105	
Quote Name: NRH2O - Antennas	

## YOUR ACCOUNT TEAM

**Brittany Crawford**  
brittany.crawford@redriver.com  
2146808332

**Betsy Sadler**  
betsy.sadler@redriver.com

*Lead times are based on the most current information available and are subject to change as situations impacting our Secure Supply Chain evolve.*

LINE #	ITEM #	DESCRIPTION	QTY	PRICE	EXT. PRICE
<b>TIPS-2 - #230105</b> <b>Acceltex Antennas for NRH2O Water Park</b>					
1	ATS-03478	ACCELTEX SOLUTIONS	24	\$285.10	\$6,842.40
		ACCELTEX: ANTENNA OMNI WIFI 4664NP			
		TIPS-2 #230105			
<b>TOTAL</b>					<b>\$6,842.40</b>

## WE WELCOME YOUR FEEDBACK.

Please complete our customer survey at [redriver.com/customer-survey](http://redriver.com/customer-survey).

**\*Attention Contracting\*** Domestic Orders placed against this quote may be subject to state sales tax (if applicable) unless your organization's tax exemption certificate for the appropriate state(s) is included in your order. This quote is valid for 30 days unless otherwise noted within this quote. For terms and conditions please visit:

[Terms and Conditions](#)

For OEM Terms/EULA please visit:

## REMIT TO:

Red River Technology LLC  
PO Box 780924  
Philadelphia, PA 19178-0924



City Secretary Office  
Official Record Copy

**\*\*\* Attention Contracting \*\*\*** Domestic Orders placed against this quote may be subject to state sales tax unless your organization's tax exemption certificate for the appropriate state(s) is included in your order.

This quote is provided IAW FAR Part 13, 14, or 15.

This quote is valid for 30 days unless otherwise noted within this quote.

#### **Terms and Conditions**

Thank you for working with Red River Technology LLC

Quotations are considered all or nothing unless otherwise specified. Please contact us if you have a quotation you would like to procure a portion of.

This quote is intended for the use of the person to whom it is addressed and contains information that is privileged and confidential and may be protected from disclosure under applicable law. If you are not the intended recipient, your use of this message for any purpose is strictly prohibited. If you have received this quote in error, please notify the sender so that we may correct our records

All purchases are subject to credit approval. Invoicing of hardware/software products and licensing will be based on proof of delivery.

Invoicing of services will be based on Period of Performance (POP) start date, milestone completion, or as otherwise agreed upon in Statement of Work (SOW).

All returns are subject to pre-approval and must have an RMA (Return Merchandise Authorization) number issued by Red River Technology LLC. Return approval may be based on the policies of the manufacturers whose products we provide. Generally, unopened products in 100% re-sellable condition may be returned within 30 days. Please take note that most manufacturers do not permit the return of products that have been opened, custom built or otherwise preconfigured. Some manufacturers do not allow returns for any reason. Please check with your sales representative for specific manufacturer return guidelines. Failure to return a product within the applicable return period will be deemed to be an acceptance of the product.

Red River Technology LLC does not separately warrant the products of the manufacturers we carry.



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Red River Technology LLC will honor all pricing for a period of 30 days pending manufacturer or distributor price increase or discontinuance, unless otherwise noted within this quote.

Shipments of information technology products to California may require additional charges to cover CA state environmental fees.

The customer will be responsible for all legal costs and third party collection fees associated with non-payment of invoices.

Terms and conditions, and other contractual obligations, based on effective customer specific contracts and/or agreements supersede and take precedence over these standard terms and conditions.

Orders may be subject to state or local taxes without the provision of reseller, or valid tax exemption certificates.

Red River Technology LLC is an equal opportunity employer. All decisions concerning the employment relationship are made without regard to age, race, color, religion, creed, sex, national origin, marital status, veteran status, the presence of any physical or mental disability, genetic information or any other status or characteristic protected by federal, state, or local law. Discrimination or harassment based upon any of these factors is wholly inconsistent with our company values and will not be tolerated.

These terms and conditions are subject to change without notice.

Additional shipping charges may apply when OCONUS, expedited, or heavy-weight shipments or any non-standard shipping arrangements are requested and/or required for order fulfillment.



**TIPS VENDOR AGREEMENT**

**TIPS RFP 230105 Technology Solutions, Products, and Services**

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

## Red River Technology LLC

(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

- 1. Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
- 2. Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
- 3. Definitions.**
  - a. TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
  - b. Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
- 4. Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
- 5. Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com).
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

**Actual Effective Date:** Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

**Term Calculation Start Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

**Example of Term Calculation Start Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

**Contract Expiration Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

**Example of Contract Expiration Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

**Option(s) for Renewal:** Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

**Example of Option(s) for Renewal:** In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,**

**INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).**

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
  - A)** Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
  - B)** Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
  - C)** Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
  - D)** Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

**23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

**24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

**25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

**26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

**27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

**28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

**29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

**30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

**31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

**32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

**33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

**34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

**35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

**36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

**37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

**38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

**39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

**40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

**41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

**42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

**43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

**Cleanup:** When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered Sex Offender Restrictions:** For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety Measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking:** Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

**44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

**45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to [tips@tips-usa.com](mailto:tips@tips-usa.com). For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at [marketing@tips-usa.com](mailto:marketing@tips-usa.com), before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

**TIPS VENDOR AGREEMENT SIGNATURE FORM**

**TIPS RFP 230105 Technology Solutions, Products, and Services**

Vendor Name: Red River Technology LLC

Vendor Address: 21 Water Street, Suite 500

City: Claremont State: NH Zip Code: 03743

Vendor Authorized Signatory Name: Brandy Duffield

Vendor Authorized Signatory Title: Contracts Specialist

Vendor Authorized Signatory Phone: 571-665-2535

Vendor Authorized Signatory Email: brandy.duffield@redriver.com

Vendor Authorized Signature: Brandy Duffield Digitally signed by Brandy Duffield  
Date: 2023.02.07 15:13:15 -06'00' Date: 02/07/2023

*(The following is for TIPS completion only)*

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/11/2023



**230105**

**Red River Technology LLC**  
**Supplier Response**

**Event Information**

Number: 230105  
Title: Technology Solutions, Products, and Services  
Type: Request for Proposal  
Issue Date: 1/5/2023  
Deadline: 2/17/2023 03:00 PM (CT)  
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

**IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.**

**IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS**

**"TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES"**  
**CONTRACT WILL BE TERMINATED AND REPLACED BY THIS**  
**CONTRACT.**

**IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF**  
**YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED**  
**TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH**  
**CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS,**  
**PRODUCTS, AND SERVICES" CONTRACT.**

## **Contact Information**

Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Email: bids@tips-usa.com

## Red River Technology LLC Information

Contact: PHILLIP WIESER  
Address: 21 WATER STREET  
SUITE 500  
CLAREMONT, NH 03743  
Phone: (703) 880-9792  
Email: PHILLIP.WIESER@REDRIVER.COM  
Web Address: [www.redriver.com](http://www.redriver.com)

By submitting your response, you certify that you are authorized to represent and bind your company.

George Shalhoub

[george.shalhoub@redriver.com](mailto:george.shalhoub@redriver.com)

Signature

Email

Submitted at 2/8/2023 12:56:17 PM (CT)

## Requested Attachments

### Pricing Form 1

230105 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Pricing Form 2

230105 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

### Vendor Agreement

230105 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

### Vendor Agreement Signature Form

230105 Red River Agreement Signature Form\_07FEB2023.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

### Reference Form

230105 Reference Form.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

### Required Confidentiality Claim Form

230105 Red River Confidentiality Claim Form\_07FEB2023.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

**Conflict of Interest Questionnaire - Form CIQ***No response*

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

**Disclosure of Lobbying Activities - Standard Form - LLL***No response*

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

**Current Form W-9**

W9 RRT LLC.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

**Certificates & Licenses (Supplemental Vendor Information Only)***No response*

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

**Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)***No response*

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

**Supplemental Vendor Information (Supplemental Vendor Information Only)***No response*

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.

These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

**Vendor Logo (Supplemental Vendor Information Only)***No response*

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

**Bid Attributes****1 Disadvantaged/Minority/Women Business & Federal HUBZone**

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

 NO

**2 Historically Underutilized Business (HUB)**

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

**3 National Coverage**

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes

**4 States Served**

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

**5 Description of Vendor Entity and Vendor's Goods & Services**

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Established in 1995, Red River is a Technology Transformation IT solutions provider with Corporate Headquarters in Claremont, NH, and Federal Headquarters in the Washington, DC metro area. We support customers in the commercial, civilian, military, healthcare, and education markets worldwide. We provide a wide range of capabilities and cutting-edge IT solutions designed to solve current challenges, optimize available assets, and help make meaningful IT investments that align with the strategic goals of our customers. Key solution areas include Data Center, Network Infrastructure, Storage, Software Development, and Mobility. We provide Consulting Services along with Supply Chain Management and Professional, Managed, and Support Services to maximize process improvements and cost savings. Our technology expertise and mission-critical experience help our customers optimize their business processes and extend the value of their IT investments

**6 Primary Contact Name**

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Phillip Wieser

**7 Primary Contact Title**

Primary Contact Title

Program Manager

**8 Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

Phillip.wieser@redriver.com

**9 Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

7035771044

**10 Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

6034488844

**11 Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7035771044

**12 Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

John Loughlin

**13 Secondary Contact Title**

Secondary Contact Title

Capture Manager

**14 Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

john.loughlin@redriver.com

**15 Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

3124854162

**16 Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

6034488844

<b>1 7</b>	<b>Secondary Contact Mobile</b>  Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).  <input type="text" value="3124854162"/>
<b>1 8</b>	<b>Administration Fee Contact Name</b>  Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.  <input type="text" value="Rima Brooks"/>
<b>1 9</b>	<b>Administration Fee Contact Email</b>  Please enter a valid email address that will definitely reach the Administration Fee Contact.  <input type="text" value="Rima.brooks@redriver.com"/>
<b>2 0</b>	<b>Administration Fee Contact Phone</b>  Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).  <input type="text" value="6034425562"/>
<b>2 1</b>	<b>Purchase Order and Sales Contact Name</b>  Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.  <input type="text" value="Betsy Sadler"/>
<b>2 2</b>	<b>Purchase Order and Sales Contact Email</b>  Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.  <input type="text" value="betsy.sadler@redriver.com"/>
<b>2 3</b>	<b>Purchase Order and Sales Contact Phone</b>  Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).  <input type="text" value="2547223368"/>
<b>2 4</b>	<b>Company Website</b>  Company Website (Format - www.company.com)  <input type="text" value="www.redriver.com"/>
<b>2 5</b>	<b>Entity D/B/A's and Assumed Names</b>  You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.  In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.  <input type="text" value="Red River"/>

<b>2 6</b>	<b>Primary Address</b> Primary Address 21 WATER STREET, Suite #500
<b>2 7</b>	<b>Primary Address City</b> Primary Address City CLAREMONT
<b>2 8</b>	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) NH
<b>2 9</b>	<b>Primary Address Zip</b> Primary Address Zip 03743
<b>3 0</b>	<p><b>Search Words Identifying Vendor</b></p> <p>Please list all search words and phrases to be included in the TIPS database related to your entity. <b>Do not</b> list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.</p> <p>Akkadian Labs, Alert Logic, AppDynamics, AudioCodes, CloudCheckr, Cloudian, Cisco, Cohesity, ContentKeeper, Docker, ENET, F5 Networks, Ixia, Juniper Networks, Managed Methods, ManageEngine, Microsoft Azure, Mimecast, NetApp, NetScout, Nutanix, Oberon, ORDR, Palo Alto Networks, Phunware, Pure Storage, Qumulo Hybrid Cloud, Respond Software, Riverbed, Rubric, Scale Computing, Scienelogic, ServiceNow, Singlewire InformaCast, Splunk, Variphy, VAST Data, Vyopta, Xmedius</p>
<b>3 1</b>	<p><b>Certification of Vendor Residency (Required by the State of Texas)</b></p> <p>Does Vendor's parent company or majority owner:</p> <p>(A) have its principal place of business in Texas; <b>or</b> (B) employ at least 500 persons in Texas?</p> <p>Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.</p> <p>No</p>
<b>3 2</b>	<p><b>Vendor's Principal Place of Business (City)</b></p> <p>In what city is Vendor's principal place of business located?</p> <p>Claremont</p>
<b>3 3</b>	<p><b>Vendor's Principal Place of Business (State)</b></p> <p>In what state is Vendor's principal place of business located?</p> <p>New Hampshire</p>
<b>3 4</b>	<p><b>Vendor's Years in Business</b></p> <p>How many years has the business submitting this proposal been operating in its current capacity and field of work?</p> <p>28</p>

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### **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

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### **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

**Please read thoroughly and carefully as an error on your response can render your contract award unusable.**

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?***

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

**Example:** In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?***

2%

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### **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

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### **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

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### **"Catalog Pricing" and Pricing Requirements**

**This is a requirement of the TIPS Contract and is non-negotiable.**

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

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## EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes

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## TIPS Sales Reporting Requirements

**This is a requirement of the TIPS Contract and is non-negotiable.**

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4 2	<p><b>TIPS Administration Fee Requirement and Acknowledgment</b></p> <p><b>This is a requirement of the TIPS Contract and is non-negotiable.</b></p> <p>The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.</p> <p>By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.</p>
4 3	<p><b>TIPS Member Access to Vendor Proposal &amp; Documentation</b></p> <p><b>This is a requirement of the TIPS Contract and is non-negotiable.</b></p> <p>Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, <b>to TIPS Members</b>. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.</p>
4 4	<p><b>Non-Collusive Bidding Certificate</b></p> <p><b>This is a requirement of the TIPS Contract and is non-negotiable.</b></p> <p>By submission of this proposal, the Vendor certifies that:</p> <ol style="list-style-type: none"> <li>1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;</li> <li>2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;</li> <li>3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and</li> <li>4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;</li> </ol>

<b>4 5</b>	<p><b>Antitrust Certification Statements (Tex. Government Code § 2155.005)</b></p> <p><b>This is a requirement of the TIPS Contract and is non-negotiable.</b></p> <p>By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:</p> <p class="list-item-l1">(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;</p> <p class="list-item-l1">(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. &amp; Comm. Code Chapter 15;</p> <p class="list-item-l1">(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;</p> <p class="list-item-l1">(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.</p>
<b>4 6</b>	<p><b>Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272</b></p> <p><b>This is a requirement of the TIPS Contract and is non-negotiable.</b></p> <p>Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.</p> <p>By submission of this proposal, Vendor acknowledges this law and <b><i>if Vendor enters into a construction contract with a Texas TIPS Member</i></b> under this procurement, Vendor certifies compliance.</p>
<b>4 7</b>	<p><b>Required Confidentiality Claim Form</b></p> <p><b>This is a requirement of the TIPS Contract and is non-negotiable.</b></p> <p>TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.</p> <p>If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.</p> <p>Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.</p>

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#### **Non-Discrimination Statement and Certification**

**This is a requirement of the TIPS Contract and is non-negotiable.**

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify (Yes)

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#### **Limitation of Vendor Indemnification and Similar Clauses**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ..." and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree (Yes)

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#### **Alternative Dispute Resolution Limitations**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

<b>5 1</b>	<p><b>No Waiver of TIPS Immunity</b></p> <p><b>This is a requirement of the TIPS Contract and is non-negotiable.</b></p> <p>Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.</p> <p>Does Vendor agree?</p> <p><input checked="" type="checkbox"/> Yes, Vendor agrees (Yes)</p>
<b>5 2</b>	<p><b>Payment Terms and Funding Out Clause</b></p> <p><b>This is a requirement of the TIPS Contract and is non-negotiable.</b></p> <p>Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.</p> <p>Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.</p> <p>Does Vendor agree?</p> <p><input checked="" type="checkbox"/> Yes, Vendor agrees (Yes)</p>
<b>5 3</b>	<p><b>Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)</b></p> <p>Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.</p> <p>Does Vendor certify?</p> <p>Yes</p>
<b>5 4</b>	<p><b>Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)</b></p> <p>If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.</p> <p>When applicable, does Vendor certify?</p> <p>Yes</p>

**5** **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes

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## **Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Yes

**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security or loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes

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## **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

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## **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

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### **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

**No response**

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### **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

**Yes**

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### **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

**Not Applicable**

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Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

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### **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing with all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

**Yes**

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5****Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing. Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

**No response**

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6****Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion****Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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## **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes

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## **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

### **DEFINITIONS**

**Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

**Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

**Vendor certifies:**

**NONE (Section A):** None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

**OR**

**SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

None

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### **Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

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### **Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

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### **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

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### **Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

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### **Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

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### **2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

**7 5 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

**7 6 2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

**7 7 2 CFR Part 200 or Federal Provision - Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

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## 2 CFR Part 200 or Federal Provision - Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

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## 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes

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## **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes

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## **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

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## **2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes

**8 3 2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

 Yes**8 4 2 CFR Part 200 or Federal Provision - Rights to Inventions**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

 Yes

**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes

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## 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

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## 2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

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## 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

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## 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes

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## 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes

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1 2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

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2 2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

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### **2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

Yes

**9  
4**

### **2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

Yes

**9  
5**

### **2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

Yes

**9  
6**

### **2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

Yes

**9  
7 2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued -  
Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business  
Enterprises, and Labor Surplus Area Firms.**

**Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.**

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

Yes

**9  
8 ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions, Products, and Services	Red River Technology LLC		
<b>TIPS REFERENCE FORM</b>			
<p>All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.</p>			
<p>You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.</p>			
Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	<a href="mailto:jdoe@abcuniversity.edu">jdoe@abcuniversity.edu</a>	800-111- 2222
Northwest Independent School District	Chris Lee, Director of Technology	<a href="mailto:Chris.lee@nisdtx.org">Chris.lee@nisdtx.org</a>	817-215-0044
Wichita Falls Independent School District	Curtis Shahan, Technology Director	<a href="mailto:cshahan@wfisd.net">cshahan@wfisd.net</a>	940-235-1059, ext. 27002
Midway Independent School District	Jesse Garn, Executive Director of Technology	<a href="mailto:jesse.garn@midwayisd.org">jesse.garn@midwayisd.org</a>	254-761-5630

**REQUIRED CONFIDENTIALITY CLAIM FORM***(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)*Vendor Entity Name: Red River Technology LLCVendor Authorized Signatory Name: Brandy DuffieldVendor Authorized Signatory Title: Contracts SpecialistVendor Authorized Signatory Email: brandy.duffield@redriver.comVendor Address: 21 Water Street, Suite 500City: ClaremontState: NHZip Code: 03743

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

*(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)***OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS***(Confirm each bullet point and sign below)*

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS***(Confirm each bullet point and sign below)*

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Brandy Duffield Digital signature by Brandy Duffield Date 2023.02.07 15:11:10-06'00'

## TIPS VENDOR AGREEMENT

### TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

# Red River Technology LLC

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(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

- 1. Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
- 2. Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
- 3. Definitions.**
  - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
  - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
- 4. Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
- 5. Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipsvo@tips-usa.com](mailto:tipsvo@tips-usa.com) with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com).
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

**12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

**Actual Effective Date:** Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

**Term Calculation Start Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

**Example of Term Calculation Start Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

**Contract Expiration Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

**Example of Contract Expiration Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

**Option(s) for Renewal:** Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

**Example of Option(s) for Renewal:** In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

**13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

**14. Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,**

**INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).**

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) (“VENDOR DATA”) TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the “Public Information Act”) or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

**19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor to breach this Agreement.

**20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

**21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

**22. Termination.**

- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
- B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

**23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

**24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

**25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

**26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

**27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

**28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

**29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

**30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

**31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

**32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

**33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

**34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

**35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

**36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

**37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

**38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

**39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

**40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

**41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

**42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

**43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

**Cleanup:** When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered Sex Offender Restrictions:** For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety Measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking:** Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

**44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

**45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to [tips@tips-usa.com](mailto:tips@tips-usa.com). For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at [marketing@tips-usa.com](mailto:marketing@tips-usa.com), before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

**TIPS VENDOR AGREEMENT SIGNATURE FORM**

**TIPS RFP 230105 Technology Solutions, Products, and Services**

Vendor Name: **Red River Technology LLC**

Vendor Address: **21 Water Street, Suite 500**

City: **Claremont** State: **NH** Zip Code: **03743**

Vendor Authorized Signatory Name: **Brandy Duffield**

Vendor Authorized Signatory Title: **Contracts Specialist**

Vendor Authorized Signatory Phone: **571-665-2535**

Vendor Authorized Signatory Email: **brandy.duffield@redriver.com**

Vendor Authorized Signature: **Brandy Duffield** Digitally signed by Brandy Duffield  
Date: 2023.02.07 15:13:15 -06'00' Date: **02/07/2023**

*(The following is for TIPS completion only)*

TIPS Authorized Signatory Name: **Dr. David Fitts**

TIPS Authorized Signatory Title: **Executive Director**

TIPS Authorized Signature: ***David Wayne Fitts*** Date: **5/11/2023**



**230105**  
**Red River Technology LLC**  
**Supplier Response**

### **Event Information**

Number: 230105  
Title: Technology Solutions, Products, and Services  
Type: Request for Proposal  
Issue Date: 1/5/2023  
Deadline: 2/17/2023 03:00 PM (CT)  
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

**IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.**

**IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS**

**"TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES"**  
**CONTRACT WILL BE TERMINATED AND REPLACED BY THIS**  
**CONTRACT.**

**IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF**  
**YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED**  
**TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH**  
**CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS,**  
**PRODUCTS, AND SERVICES" CONTRACT.**

## **Contact Information**

Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Email: bids@tips-usa.com

## Red River Technology LLC Information

Contact: PHILLIP WIESER  
Address: 21 WATER STREET  
SUITE 500  
CLAREMONT, NH 03743  
Phone: (703) 880-9792  
Email: PHILLIP.WIESER@REDRIVER.COM  
Web Address: [www.redriver.com](http://www.redriver.com)

By submitting your response, you certify that you are authorized to represent and bind your company.

George Shalhoub

*Signature*

[george.shalhoub@redriver.com](mailto:george.shalhoub@redriver.com)

*Email*

Submitted at 2/8/2023 12:56:17 PM (CT)

## Requested Attachments

### Pricing Form 1

230105 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Pricing Form 2

230105 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

### Vendor Agreement

230105 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

### Vendor Agreement Signature Form

230105 Red River Agreement Signature Form\_07FEB2023.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

### Reference Form

230105 Reference Form.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

### Required Confidentiality Claim Form

230105 Red River Confidentiality Claim Form\_07FEB2023.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

## Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

## Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

## Current Form W-9

W9 RRT LLC.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

## Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.

These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Bid Attributes

1

### Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

**2 Historically Underutilized Business (HUB)**

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

**3 National Coverage**

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes

**4 States Served**

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

**5 Description of Vendor Entity and Vendor's Goods & Services**

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Established in 1995, Red River is a Technology Transformation IT solutions provider with Corporate Headquarters in Claremont, NH, and Federal Headquarters in the Washington, DC metro area. We support customers in the commercial, civilian, military, healthcare, and education markets worldwide. We provide a wide range of capabilities and cutting-edge IT solutions designed to solve current challenges, optimize available assets, and help make meaningful IT investments that align with the strategic goals of our customers. Key solution areas include Data Center, Network Infrastructure, Storage, Software Development, and Mobility. We provide Consulting Services along with Supply Chain Management and Professional, Managed, and Support Services to maximize process improvements and cost savings. Our technology expertise and mission-critical experience help our customers optimize their business processes and extend the value of their IT investments

**6 Primary Contact Name**

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Phillip Wieser

**7 Primary Contact Title**

Primary Contact Title

Program Manager

**8 Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

Phillip.wieser@redriver.com

9

**Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

10

**Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

11

**Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

12

**Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

13

**Secondary Contact Title**

Secondary Contact Title

14

**Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

15

**Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

16

**Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

1  
7**Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

1  
8**Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

1  
9**Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

2  
0**Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2  
1**Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

2  
2**Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

2  
3**Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2  
4**Company Website**

Company Website (Format - www.company.com)

2  
5**Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

2 6	<b>Primary Address</b> Primary Address 21 WATER STREET, Suite #500
2 7	<b>Primary Address City</b> Primary Address City CLAREMONT
2 8	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) NH
2 9	<b>Primary Address Zip</b> Primary Address Zip 03743
3 0	<b>Search Words Identifying Vendor</b> Please list all search words and phrases to be included in the TIPS database related to your entity. <b>Do not</b> list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.  Akkadian Labs, Alert Logic, AppDynamics, AudioCodes, CloudCheckr, Cloudian, Cisco, Cohesity, ContentKeeper, Docker, ENET, F5 Networks, Ixia, Juniper Networks, Managed Methods, ManageEngine, Microsoft Azure, Mimecast, NetApp, NetScout, Nutanix, Oberon, ORDR, Palo Alto Networks, Phunware, Pure Storage, Qumulo Hybrid Cloud, Respond Software, Riverbed, Rubric, Scale Computing, Scienelogic, ServiceNow, Singlewire InformaCast, Splunk, Variphy, VAST Data, Vyopta, Xmedius
3 1	<b>Certification of Vendor Residency (Required by the State of Texas)</b> Does Vendor's parent company or majority owner: (A) have its principal place of business in Texas; <b>or</b> (B) employ at least 500 persons in Texas?  Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.  No
3 2	<b>Vendor's Principal Place of Business (City)</b> In what city is Vendor's principal place of business located? Claremont
3 3	<b>Vendor's Principal Place of Business (State)</b> In what state is Vendor's principal place of business located? New Hampshire
3 4	<b>Vendor's Years in Business</b> How many years has the business submitting this proposal been operating in its current capacity and field of work? 28

3  
5

### Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

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6

### Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

**Please read thoroughly and carefully as an error on your response can render your contract award unusable.**

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?***

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

**Example:** In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?***

2%

**3  
7 Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

 Yes**3  
8 Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

 Yes**3  
9 "Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

 YES

**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes

**TIPS Sales Reporting Requirements**

**This is a requirement of the TIPS Contract and is non-negotiable.**

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

**TIPS Administration Fee Requirement and Acknowledgment**

**This is a requirement of the TIPS Contract and is non-negotiable.**

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

**TIPS Member Access to Vendor Proposal & Documentation**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

**Non-Collusive Bidding Certificate**

**This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

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5**Antitrust Certification Statements (Tex. Government Code § 2155.005)****This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4  
6**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272****This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4  
7**Required Confidentiality Claim Form****This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

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## Non-Discrimination Statement and Certification

**This is a requirement of the TIPS Contract and is non-negotiable.**

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify (Yes)

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9

## Limitation of Vendor Indemnification and Similar Clauses

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ..." and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree (Yes)

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## Alternative Dispute Resolution Limitations

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

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1

## No Waiver of TIPS Immunity

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees (Yes)

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2

## Payment Terms and Funding Out Clause

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

Yes, Vendor agrees (Yes)

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## Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

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4

## Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes

**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes
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**Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes

**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security or loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes

**Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

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9 Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

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## **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

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## **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

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## **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

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## **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

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## **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing with all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

**Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response
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**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion****Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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## **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes

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## **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

### **DEFINITIONS**

**Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

**Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

**Vendor certifies:**

**NONE (Section A):** None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

**OR**

**SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

None

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### **Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

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### **Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

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### **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

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## Certification Regarding "Indemnity" Terms with TIPS Members

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

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## Certification Regarding "Arbitration" Terms with TIPS Members

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

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## 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

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## 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

 Yes7  
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## 2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

 Yes7  
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## 2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

 Yes

**7 8 2 CFR Part 200 or Federal Provision - Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

**7 9 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes

**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes

**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

**2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes

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## **2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes

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## **2 CFR Part 200 or Federal Provision - Rights to Inventions**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes

## 2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes

**2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

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7 2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

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8 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

**2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes

**2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes

**2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

**If and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

**2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

**9  
3**

### **2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

Yes

**9  
4**

### **2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

Yes

**9  
5**

### **2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

Yes

**9  
6**

### **2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

Yes

**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued -  
Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business  
Enterprises, and Labor Surplus Area Firms.**

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

Yes

**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology  
Solutions, Products, and Services

Red River Technology LLC

### TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	<a href="mailto:jdoe@abcuniversity.edu">jdoe@abcuniversity.edu</a>	800-111- 2222
Northwest Independent School District	Chris Lee, Director of Technology	<a href="mailto:Chris.lee@nisdtx.org">Chris.lee@nisdtx.org</a>	817-215-0044
Wichita Falls Independent School District	Curtis Shahan, Technology Director	<a href="mailto:cshahan@wfisd.net">cshahan@wfisd.net</a>	940-235-1059, ext. 27002
Midway Independent School District	Jesse Garn, Executive Director of Technology	<a href="mailto:jesse.garn@midwayisd.org">jesse.garn@midwayisd.org</a>	254-761-5630

## REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Red River Technology LLCVendor Authorized Signatory Name: Brandy DuffieldVendor Authorized Signatory Title: Contracts SpecialistVendor Authorized Signatory Email: brandy.duffield@redriver.comVendor Address: 21 Water Street, Suite 500City: ClaremontState: NHZip Code: 03743

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

**OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS**

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

**OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS**

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Brandy Duffield Digitally signed by Brandy Duffield  
Date: 2023.02.07 15:11:10 -06'00'  
Authorized Signature: \_\_\_\_\_





## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** January 12, 2026

**SUBJECT:** Consider authorizing the City Manager to execute an agreement with StraTact Media Group, LLC for media advertising for NRH<sub>2</sub>O Family Water Park in an amount not to exceed \$291,500.

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

### **SUMMARY:**

This item seeks Council approval for NRH<sub>2</sub>O Family Water Park's media expenditures and services for FY26.

### **GENERAL DESCRIPTION:**

NRH<sub>2</sub>O Family Water Park, as a themed family entertainment water park, advertises its services to the general public. To accomplish this, various media channels are used including, but not limited to, radio, television, print, and digital. To ensure the park wisely invests its resources, a professional media buyer is used to design, place, and monitor advertisements.

StraTact Media Group, LLC is a very experienced agency that has developed and led successful campaigns with such entities as the Dallas Zoo and Main Event, as well as their previous work with NRH<sub>2</sub>O. Located in Dallas, Texas, their local knowledge and the relationships they have developed with various media channels will be beneficial to NRH<sub>2</sub>O's continued success.

Advertising is exempt from the bidding process as contained within the Texas Local Government Code, Title 8, Subtitle A, Chapter 252.022 Purchasing and Contracting Authority of a Municipality. Because the expenditure exceeds \$100,000, internal policies require City Council approval.

Staff are requesting authorization for an amount not to exceed \$291,500 for NRH<sub>2</sub>O Media buys. The amount is included in the FY26 adopted budget.

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.

### **RECOMMENDATION:**

Authorize City Manager to execute an agreement with StraTact Media Group, LLC for media advertising for NRH<sub>2</sub>O Family Water Park in an amount not to exceed \$291,500.

**STATEMENT OF WORK AGREEMENT  
CITY OF NORTH RICHLAND HILLS  
NRH2O FAMILY WATER PARK**

This Statement of Work ("SOW") is entered into between the City of North Richland Hills through its NRH2O Family Water Park, having its place of business at 9001 Boulevard 26, North Richland Hills, TX 76180 (hereinafter referred to as "NRH2O" or the "City"), and StraTact Media Group LLC, a Texas limited liability corporation, whose business address is P.O. Box 670422, Dallas, TX 75367 (hereafter referred to as "SMG"). In consideration of the mutual promises contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Term of SOW:** SOW is effective for nine months; January 1, 2026 ("SOW Effective Date") and will be in effect until September 30, 2026.
2. **Confidentiality:** SMG agrees that it will treat all of its work with NRH2O as confidential. SMG will not disclose any confidential information it gains or becomes privy to regarding NRH2O, including but not limited to, NRH2O's operations, customers' identity, demographics or any other information about NRH2O's business as a result of working with NRH2O. SMG will also obtain NRH2O's written permission before it includes its name, logo, or any of the work it has done for NRH2O in any public materials.
3. **Non-solicitation:** Neither party shall attempt to employ, either directly or indirectly, a present employee of the other party during the performance of this SOW or for a period of 12 months after termination of this SOW. The foregoing does not limit either party's right to hire an employee who responds to general public solicitations, such as advertisements for employment in newspapers or job fairs.
4. **Assignment:** This Agreement shall inure to the benefit of and be binding upon either party and its successors and assigns.
5. **Fees, Expenses, Invoices and Payment for Advertising:**
  - a. **Fees:** NRH2O will pay SMG a monthly fee of \$3,500 for Media Planning and Buying Services (Total of \$31,500 represents approximately 315 man hours at \$100/hour; Note: normal hourly rate is \$150). Monthly invoice will be issued to NRH2O at the end of each month of service and is payable within 30 days.
  - b. **Invoices:** Media will be pre-billed one month prior to insertion dates (e.g., June insertions will be billed in May). SMG will submit invoices, as warranted, by activities undertaken by SMG during a given period. Invoices shall include descriptions of all Media Buys, including the amounts paid to, or retained by, SMG as its Commission, approved by NRH2O and implemented since the previous invoice.
  - c. **Payments:**
    - i. NRH2O will pay SMG the amounts charged to SMG by media vendors for purchases authorized by NRH2O ("Media Buys"). SMG may obtain discounts on NRH2O's behalf and will pass those discounts on to NRH2O.
    - ii. NRH2O shall pay invoices for Media within thirty (30) calendar days following receipt of the corresponding invoice reflecting all activities undertaken by SMG on behalf of NRH2O during the invoice period. NRH2O shall review each invoice upon receipt. In the event that NRH2O questions the validity of a charge, payment for only that portion under question may be delayed without penalty, provided NRH2O expresses its concern in writing or via email within thirty (30) days of the date of invoice.

**STATEMENT OF WORK AGREEMENT  
CITY OF NORTH RICHLAND HILLS  
NRH2O FAMILY WATER PARK**

**6. Cancellation Policies**

- a) NRH2O may cancel this SOW by giving SMG thirty (30) days' notice in writing. Any charges (e.g., short-rates) that may be incurred due to cancellations will be passed on to NRH2O for payment.

**7. Description of Services:**

a) Initial immersion

- o Planning/negotiating/stewardship of contractual agreements in collaboration with NRH20. Projected media budget is TBD.
- o Confirm CY 2026 objectives/goals/strategies; confirm types of promotions/added-value initiatives to be pursued
- o Confirm total media budget; review marketing calendar and any new "news" to be supported with media/promotional dollars
- o Maintain a working relationship with assigned Creative Contact to ensure objectives/deliverables are maintained

b) Media Planning:

- o Quantitative/qualitative analyses of available media opportunities of target audience residing in Tarrant county (final target geography priorities TBD) and based on the following:
  - Total audience data
  - Target audience coverage/composition
  - Target audience cost efficiencies
  - Third party audience data (where available. NOTE: in the event out-of-pocket dollars are required for third party resources, SMG will pass the expense onto NRH20 with prior approvals)
  - Relevant environments
  - Coverage of key events/seasonality
  - Added-value and promotional opportunities as communication extensions
- o Strategic media approach and rationale for media vehicles recommended, as well as, media considered, but not recommended
- o Negotiations for all recommended media (rates and added-value/promotional elements)
- o Flowchart
- o Budget summary
- o Deliverable/timeline calendar for media and creative

c) Media Negotiations/Execution:

- o Upon Client authorization, finalize all media negotiations and added-value/promotional elements
- o Issue Client ATBs (authorization to buy) for Client signature/approval
- o Issue contracts/insertion orders to approved media partners
- o Set up templates for reporting

d) Media Stewardship/Accounting:

- o Secure proof of performance for all purchased media by month
- o Monitor and track; update budget recaps/flowchart on an ongoing basis
- o Issue invoices for purchased media on the 1<sup>st</sup> of each month to Client by medium/media vendor; NOTE: frequency of invoicing can be refined based on Client's needs (for example, pre-bill approved total media dollars) and reconcile each month
- o Review/approve all media invoices, address any discrepancies; secure make-goods/credits, as warranted and process payments to media partners upon receipt of Client payment
- o Issue monthly reports recapping actuals versus original purchased by medium

**STATEMENT OF WORK AGREEMENT  
CITY OF NORTH RICHLAND HILLS  
NRH2O FAMILY WATER PARK**

- Maintain relationships with all media vendors/partners
- Inform Client of any new opportunities and changes in the marketplace on an ongoing basis

8. **Non-appropriation of Funds:** In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify SMG of such occurrence and this SOW shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have already been appropriated.

9. **Indemnification: Release of Liability:** SMG SHALL RELEASE FROM LIABILITY, INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE LIABILITY OR EXPENSE FOR DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY PERSON, INCLUDING BUT NOT LIMITED TO OFFICERS, AGENTS OR EMPLOYEES OF SMG OR SUBCONTRACTORS, WHICH MAY ARISE OUT OF ANY NEGLIGENT ACT, ERROR OR OMISSION IN THE PERFORMANCE OF THIS SOW. SMG SHALL DEFEND AT ITS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, OR ANY OF THEM, RESULTING FROM SUCH NEGLIGENT ACT, ERROR OR OMISSION; AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH RESULTING FROM SUCH NEGLIGENT, ERROR OR OMISSION.

10. **Independent Contractor:** SMG shall perform all work and services hereunder as an independent Contractor and not as an officer, agent or employee of the City. SMG shall have exclusive control of and the exclusive right to control, the details of the work performed hereunder and all persons performing same and shall be solely responsible for the acts and omissions of its agents, employees and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the City and the SMG, its agents, employees and subcontractors; and the doctrine of respondeat superior shall have no application as between the City and the SMG.

11. **Prohibition of Assignment:** Neither party hereto shall assign, sublet or transfer its interest herein without the prior written consent of the other party, and any attempted assignment, sublease or transfer of all or any part hereof without such prior written consent shall be void.

12. **Choice of Law; Venue:** This SOW shall be construed in accordance with the laws of the State of Texas. Should any action, at law or in equity, arise out of the terms herein, exclusive venue for said action shall be in Tarrant County, Texas.

13. **Force Majeure:** Neither party shall liable for failure to perform its obligations under this SOW if the performance is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions,



**STATEMENT OF WORK AGREEMENT  
CITY OF NORTH RICHLAND HILLS  
NRH2O FAMILY WATER PARK**

regulations, or interferences; fires; strikes; lockouts; epidemics; pandemics, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party.

SMG shall provide the services and deliverables in accordance with the terms and provisions contained in this SOW.

**This SOW is made and entered into by both parties as of the SOW Effective Date \_\_\_\_\_.**

**CITY OF NORTH RICHLAND HILLS  
NRH2O FAMILY WATER PARK**

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

**StraTact Media Group LLC**

By: Jana Doll  
Print Name: Jana Doll  
Title: Principal

NRH Council Action: Y / N  
Date Approved \_\_\_\_\_  
Agenda No. \_\_\_\_\_  
Ord / Res No. \_\_\_\_\_

**ATTEST:**

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Alicia Richardson  
City Secretary/Chief Governance Officer

**APPROVED AS TO FORM AND LEGALITY:**

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Bradley Anderle, City Attorney



**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: Statement of Work Agreement

Legal Name of Cooperative Contractor: **StraTact Media Group 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"): **Media agency consultant to purchase media spots for water park season**

Cooperative Agreement: **no**

Total Contract Price: **\$ 291,500**

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

**StraTact Media Group LLC**

By: \_\_\_\_\_  
Signature: *Jana Doll*  
Name: JANA DOLL

Date: 11/20/25

## **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:**  
2025-1388469

Date Filed:  
11/12/2025

**Date Acknowledged:**

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

STRATACT MEDIA GROUP LLC  
DALLAS, 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 and its NRH2O Family 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.

NRH2OMedia

Media planning and buying for NRH2O Family Water Park

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

## 6 UNSWORN DECLARATION

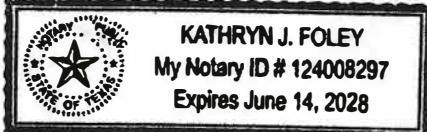
My name is WANNA DOLL, and my date of birth is



My address is 107 LARK LN EVLESS TX 76039 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 11 day of 19 19, 2025  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager    **DATE:** January 12, 2026  
**SUBJECT:** ZC25-0152, Ordinance No. 3940, Public hearing and consideration of a request from Blanchedim LLC for a special use permit for an event center at 7620 NE Loop 820, being 12.98 acres described as Lot 5, Block 1, North Hills Village.  
**PRESENTER:** Clayton Husband, Principal Planner

### **SUMMARY:**

On behalf of Blanchedim LLC, Blanche Dimuangala is requesting a special use permit for an event center in a lease space on a 12.98-acre property located at 7620 NE Loop 820.

### **GENERAL DESCRIPTION:**

The property is in the North Hills Village shopping center, located at the southwest corner of Boulevard 26 and NE Loop 820. The site is developed with a multitenant shopping center. The applicant proposes to renovate and occupy a lease space in the southeast portion of the property for an event center. The space is adjacent to the Home Zone Furniture store.

The applicant proposes to open a 4,700-square foot event center that would provide a venue for weddings, parties, corporate and office events, and similar types of gatherings. The facility would include space for event seating and an area for catering services. The operation of the facility does not include food preparation or cooking. Information about the business and conceptual floor plans of the space are attached. The special use permit is for the use, not the specific company requesting the use.

The property is zoned C-2 (Commercial). An event center is not a specifically listed land use but is similar in nature to a private club in terms of operational characteristics, traffic generation, service demands, occupancy loads, and similar characteristics. Since a private club requires approval of a special use permit (SUP) in this zoning district, the application is being processed in a similar manner to provide an opportunity to review the suitability of the use at this location. Past requests for this type of use have been processed in the same manner.

The proposed conditions of approval for this special use permit are attached. Applications for special use permits provide an opportunity to address modifications to specific site development and building design standards for the site. These conditions are based on the applicant's proposed development of the property. These conditions may be modified throughout the public hearing process, but they are subject to final approval by City Council.



As part of special use permit requests, the Planning and Zoning Commission and City Council may require certain property improvements as a condition of SUP approval. These improvements are intended to address nonconforming features of properties and provide suggested enhancements that would help bring the property closer to compliance with current development standards. The following is a list of nonconforming features identified on the property.

1. Building and site lighting. Any nonconforming wall pack and flood light fixtures on the building could be replaced with conforming fixtures. The fixtures should comply with the standards contained in Section 118-728 of the zoning ordinance.
2. Refuse container enclosures. Enclosures could be constructed or renovated for all refuse containers on the lot. The enclosures should comply with the standards contained in Section 118-874 of the zoning ordinance. These standards generally include a masonry enclosure, pedestrian access gates, and opaque metal gates.
3. Parking lot landscaping. The landscaping regulations require one large tree be planted per 20 parking spaces in a landscaped island. Landscape islands could be constructed in the parking lot area.

**VISION2030 COMPREHENSIVE PLAN:** This area is designated on the Land Use Plan as Retail Commercial. The Retail Commercial land use category provides sites for community and regional shopping centers, commercial establishments, and employment centers. These sites are typically located on highways and major thoroughfares at key intersections.

**CURRENT ZONING:** The property is zoned C-2 (Commercial). This district is intended to provide for the development of retail and general business uses primarily to serve the community and region. Uses include a wide variety of business activities and may involve limited outdoor storage, service, or display. The C-2 district should be located away from low and medium density residential development and should be used as a buffer between retail and industrial uses. The district is also appropriate along business corridors as indicated on the land use plan.

#### **SURROUNDING ZONING | LAND USE:**

DIRECTION	ZONING	LAND USE PLAN	EXISTING LAND USE
NORTH	PD (Planned Development)	Retail Commercial	Automobile dealership (Norm Reeves Honda)
WEST	C-2 (Commercial)	Retail Commercial	Retail and service uses
SOUTH	PD (Planned Development)	Retail Commercial	Warehouse, service, distribution, manufacturing, and contractor uses (Warespace)
EAST	C-2 (Commercial)	Retail Commercial	Retail and service uses

**PLAT STATUS:** The property is platted as Lot 5, Block 1, North Hills Village.



**PLANNING AND ZONING COMMISSION:** The Planning and Zoning Commission conducted a public hearing and considered this item at the December 11, 2025, meeting and voted 5-0 to recommend approval.

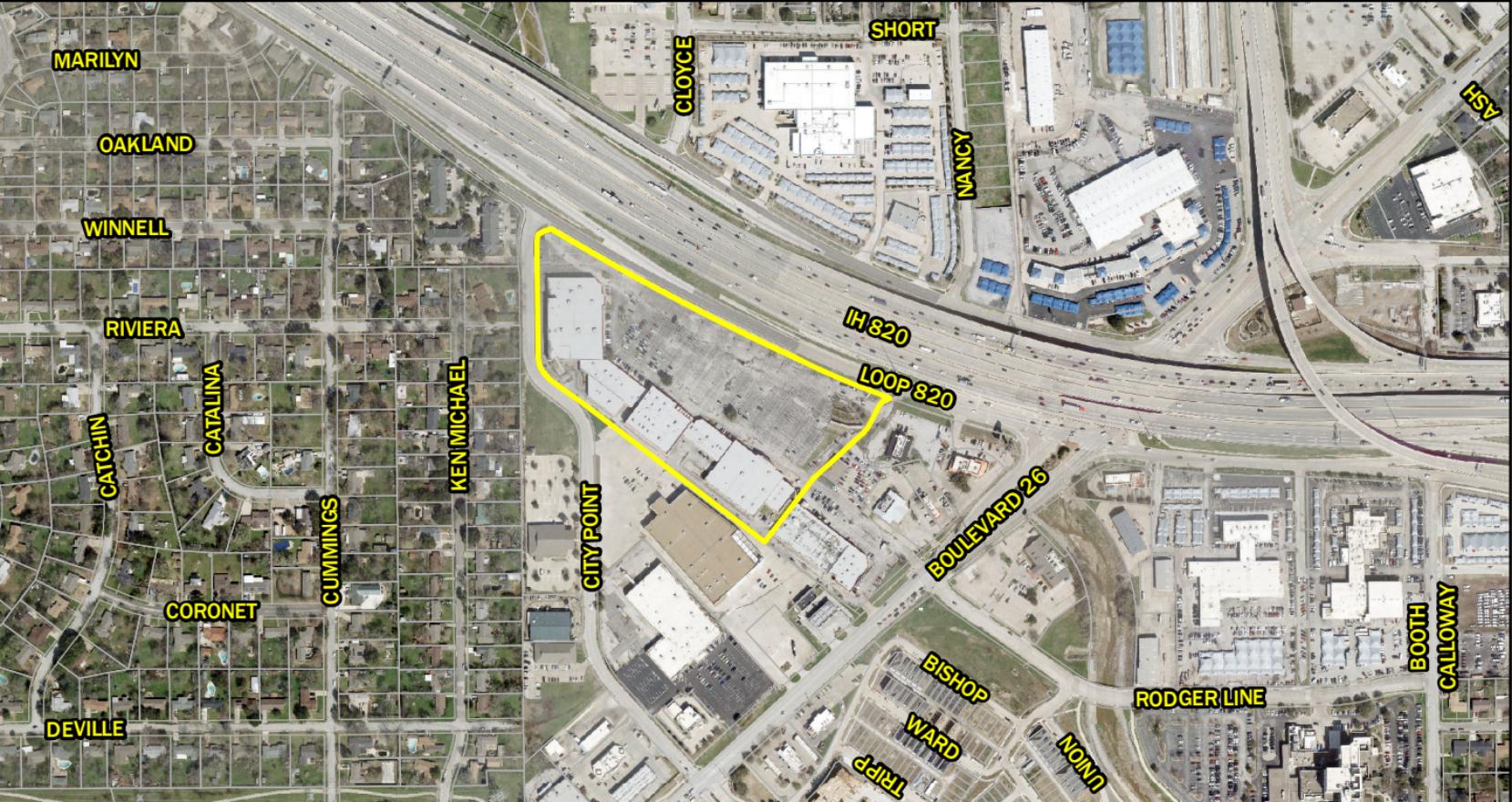
**RECOMMENDATION:**

Approve Ordinance No. 3940.



DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





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# PUBLIC HEARING NOTICE

## CASE: ZC25-0152

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«OWNER»  
«MAILING\_ADDRESS»  
«CITY\_STATE» «ZIP»

You are receiving this notice because you are a property owner of record within 200 feet of the property requesting a **SPECIAL USE PERMIT** as shown on the attached map.

<b>APPLICANT</b>	Blanche Dimuangala (on behalf of Blanchedim LLC)
<b>LOCATION</b>	7620 NE Loop 820
<b>REQUEST</b>	Public hearing and consideration of a request from Blanchedim LLC for a special use permit for an event center at 7620 NE Loop 820, being 12.98 acres described as Lot 5, Block 1, North Hills Village.
<b>DESCRIPTION</b>	Proposed 4,700 square foot event center in shopping center lease space.
<b>PUBLIC HEARING DATES</b>	Planning and Zoning Commission 7:00 PM Thursday, December 11, 2025
	City Council 7:00 PM Monday, January 12, 2026
<b>MEETING LOCATION</b>	City Council Chamber - Third Floor 4301 City Point Drive North Richland Hills, Texas

People interested in submitting letters of support or opposition are encouraged to contact the Planning & Zoning Department for additional information. Letters must be received by the close of the City Council public hearing. Because changes are made to requests during the public hearing process, you are encouraged to follow the request through to final action by City Council.

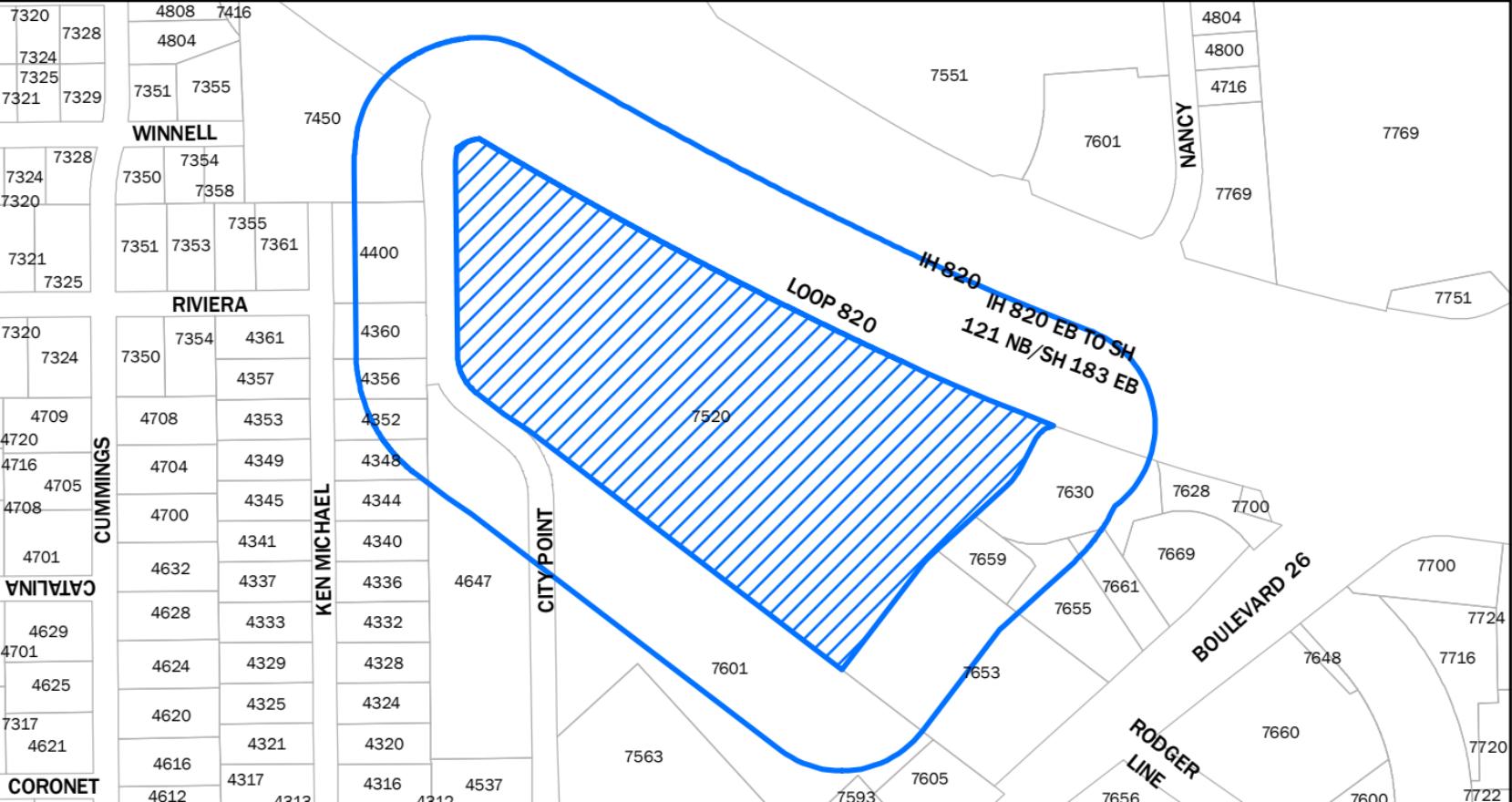
FOR MORE INFORMATION, VISIT [NRHTX.COM/MAP](http://NRHTX.COM/MAP)



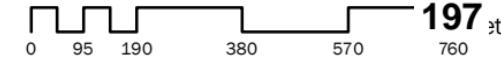
## NOTIFIED PROPERTY OWNERS

ZC25-0152

OWNER	MAILING ADDRESS	CITY STATE	ZIP
7601 BLVD 26 LLC	10632 LITTLE PATUXENT PKWY STE 306	COLUMBIA MD	21044
7659 BLVD 26 LLC	1263 S SOUTH AUSTIN AVE	GEORGETOWN TX	78626
BVP INVESTMENTS INC	5309 ROBERTS RD	COLLEYVILLE TX	76034
BVP INVESTMENTS INC	5309 ROBERTS RD	COLLEYVILLE TX	76034
CANDLERIDGE LIMITED PARTNERSHI	3113 S UNIVERSITY DR	FORT WORTH TX	76109
FARAM, PATRICK	4400 KEN MICHAEL CT	NORTH RICHLAND HILLS TX	76180
LUGO, JAIME	4344 KEN MICHAEL CT	FORT WORTH TX	76180
MORAN, JOHN	4352 KEN MICHAEL CT	FORT WORTH TX	76180
NORTHGATE CHURCH INC	4647 CITY POINT DR	NORTH RICHLAND HILLS TX	76180
ODEH PROPERTIES INC	PO BOX 530669	GRAND PRAIRIE TX	75053
ROHDE, JASON R	4348 KEN MICHAEL CT	NORTH RICHLAND HILLS TX	76180
SAFE CAPITAL INVESTMENTS LLC	6508 BRANTFORD CT	PLANO TX	75093
TX JALARAM HOTEL LLC	7540 NE LOOP 820	NORTH RICHLAND HILLS TX	76180
WAFFLE HOUSE INC	PO BOX 6450	NORCROSS GA	30091



**DISCLAIMER:** This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



## THE HILLS EVENT CENTER — SITE AND OPERATIONAL DESCRIPTION

**Business Name:** The Hills Event Center

**Location:** 7620 NE Loop 820, North Richland Hills, Texas 76180

**Proposed Opening:** February 2026

**Contact Email:** [blanchedim@gmail.com](mailto:blanchedim@gmail.com); [thehillseventcenter@gmail.com](mailto:thehillseventcenter@gmail.com)

### 1. Overview of Use

The Hills Event Center is a multi-purpose event venue designed to host a variety of community, private, and corporate functions. The facility will provide an elegant, well-managed indoor space for gatherings such as weddings, receptions, banquets, birthday parties, community meetings, and corporate networking events.

The proposed use aligns with local business development goals by offering a flexible, attractive venue for both residents and businesses within the DFW Metroplex area.

### 2. Scope of Services

- **Event Hosting:** Weddings, receptions, birthdays, baby showers, quinceañeras, corporate meetings, fundraisers, cultural celebrations and workshops.
- **Equipment rentals:** Rentals of our own equipment when not used like chairs, tables etc.
- **Event Support:** Optional decor setup, tables/chairs, sound system, LED lighting, projector use, and lounge seating arrangements.
- **Food & Beverage Handling:**
  - The facility includes a **service kitchenette** (warming kitchen) for use by licensed caterers.
  - **No** commercial cooking or grease-producing appliances are planned on-site.
  - **All** food will be prepared off-site by approved vendors and brought in for serving.
  - **Alcoholic beverages** may be served only by TABC-licensed bartenders during private events.

In alignment with local regulations and to ensure the safety and enjoyment of all attendees, alcohol will be served under the following guidelines:

- Alcohol will be served exclusively by a licensed and insured bartender who will be responsible for monitoring alcohol consumption and ensuring responsible service throughout the event.
- No alcohol will be stored on-site outside of the event date. Alcohol will be

delivered for each event and removed at the conclusion of service.

- Alcohol service will cease promptly at 12:00 AM to comply with local laws and regulations.

### **3. Days and Hours of Operation**

- **Monday–Thursday:** 08:00 a.m. – 11:00 p.m.
- **Friday–Saturday:** 10:00 a.m. – 1:00 a.m.
- **Sunday:** 12:00 p.m. – 12:00 a.m.  
(Additional time reserved for setup and cleanup, as managed by staff.)

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### **4. Staffing and Operations**

- **Employees:**
  - 3 Part-time equivalents (including management and event staff).
  - Additional contracted staff (security, cleaning, catering) as needed per event.
- **Parking:** Adequate on-site parking for guests and vendors in accordance with zoning requirements.
- **Noise Management:** Indoor sound containment, closing doors during music events, and compliance with city noise ordinances.

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### **5. Event Frequency and Scale**

- **Average event size:** 100–240 guests
- **Indoor Capacity:** guests seated (TBD), guests standing (TBD).
- **Event frequency:**
  - 3–5 events per week (mix of small private and corporate gatherings)
  - Larger events typically on weekends

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### **6. Design Concept and Layout**

The Hills Event Center will feature a clean, modern aesthetic with:

- Elegant **marble-style flooring**;
- **Color-changing LED lighting** adaptable for different event atmospheres;

- A **flexible open plan** allowing conversion between seated banquets or conference set up;
- Tasteful **lounge zones** for networking and social interaction;
- Bar area allowing customers to bring and serve their own beverages.

**ORDINANCE NO. 3940  
ZONING CASE ZC25-0152**

**AN ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AMENDING THE COMPREHENSIVE PLAN AND THE COMPREHENSIVE ZONING ORDINANCE BY APPROVING A SPECIAL USE PERMIT TO ALLOW AN EVENT CENTER TO BE LOCATED AT 7620 NE LOOP 820; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of North Richland Hills, Texas is a home-rule municipality located in Tarrant County, Texas acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the Zoning Ordinance of the City of North Richland Hills regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

**WHEREAS**, the City Council has previously passed an ordinance adopting the Vision2030 Land Use Plan as the primary document on which to base all zoning, platting, and other land use decisions; and

**WHEREAS**, the Vision2030 Land Use Plan map provides guidance for future development in conformance with the adopted Vision2030 Land Use Plan; and

**WHEREAS**, the owner of the property located at 7620 NE Loop 820 (the "Property") has filed an application for a special use permit for an event center; and

**WHEREAS**, the Planning and Zoning Commission of the City of North Richland Hills, Texas held a public hearing on December 11, 2025, and the City Council of the City of North Richland Hills, Texas, held a public hearing on January 12, 2026, with respect to the special use permit described herein; and

**WHEREAS**, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Zoning Ordinance of the City of North Richland Hills, and all other laws dealing with notice, publication, and procedural requirements for rezoning the Property; and

**WHEREAS**, upon review of the application, and after such public hearing, the City Council finds that granting the request herein furthers the purpose of zoning as set forth in the Zoning Ordinance of the City of North Richland Hills and that the zoning change should be granted, subject to the conditions imposed herein.

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

- SECTION 1:** The Zoning Ordinance of the City of North Richland Hills is hereby amended by approving a special use permit to authorize an event center on 12.98 acres of property described as Lot 5, Block 1, North Hills Village, commonly referred to as 7620 NE Loop 820, as described and shown on **Exhibit "A,"** attached hereto and incorporated for all purposes.
- SECTION 2:** The City Council finds that the information submitted by the applicant pursuant to the requirements of the Zoning Ordinance is sufficient to approve the special use permit in accordance with the Land Use and Development Regulations, set forth in **Exhibit "B,"** and the Site Plan Exhibits, set forth in **Exhibit "C,"** both of which are attached hereto and incorporated for all purposes.
- SECTION 3:** That the official map of the City of North Richland Hills is amended and the Managing Director of Development Services is directed to revise the official zoning map to reflect the approved special use permit, as set forth above.
- SECTION 4:** The use of the property described above shall be subject to all applicable regulations contained in the Building and Land Use Regulations and all other applicable and pertinent ordinances of the City of North Richland Hills.
- SECTION 5:** This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, City of North Richland Hills, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

**SECTION 6:** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

**SECTION 7:** Any person, firm, or corporation violating any provision of the Zoning Ordinance and the zoning map of the City of North Richland Hills as amended hereby shall be deemed guilty of a misdemeanor and upon final conviction thereof fined in an amount not to exceed Two Thousand Dollars (\$2,000.00). Each day any such violation shall be allowed to continue shall constitute a separate violation and is punishable hereunder.

**SECTION 8:** All rights and remedies of the City of North Richland Hills are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 9:** The City Secretary is hereby authorized and directed to cause the publication of the descriptive caption and penalty clause of this Ordinance as required by law, if applicable.

**SECTION 10:** This Ordinance shall be in full force and effect upon publication as required by law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** on this 12th day of January, 2026.

**CITY OF NORTH RICHLAND HILLS**

---

Jack McCarty, Mayor

**ATTEST:**

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Alicia Richardson  
City Secretary/Chief Governance Officer

**APPROVED AS TO FORM AND LEGALITY:**

---

Bradley A. Anderle, City Attorney

**APPROVED AS TO CONTENT:**

---

Cori Reaume, Director of Planning

**Exhibit A – Property Description – Ordinance No. 3940 – Page 1 of 1**

Special Use Permit Case ZC25-0152

Lot 5, Block 1, North Hills Village

7620 NE Loop 820, North Richland Hills, Texas

**BEING** Lot 5, Block 1, North Hills Village, an addition in Tarrant County, Texas, according to the map or plat thereof recorded in Cabinet A, Slide 73, Plat Records, Tarrant County, Texas.

## Exhibit B – Land Use and Development Regulations – Ordinance No. 3940– Page 1 of 1

Special Use Permit Case ZC25-0152  
Lot 5, Block 1, North Hills Village  
7620 NE Loop 820, North Richland Hills, Texas

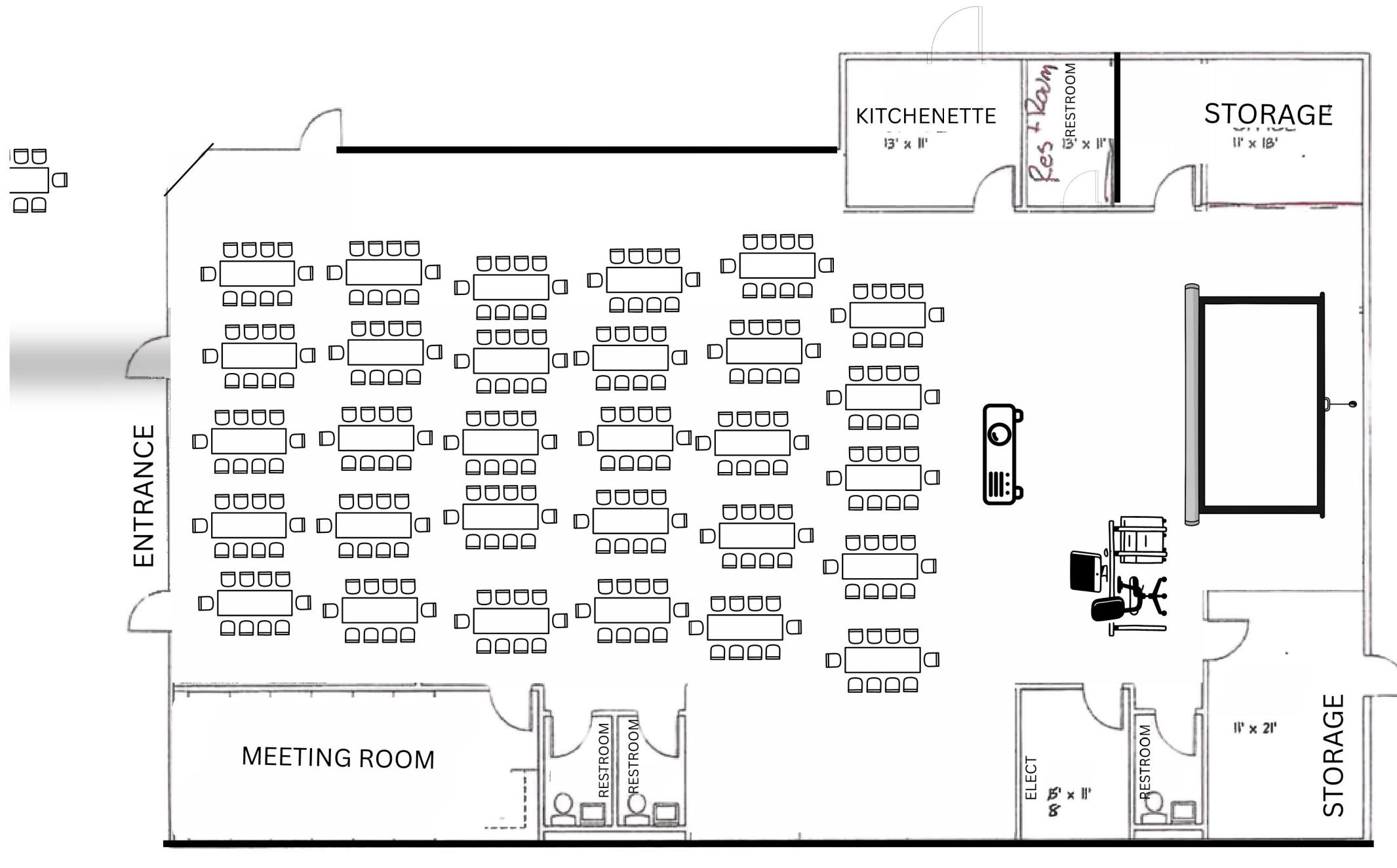
This Special Use Permit (SUP) must adhere to all the conditions of the North Richland Hills Code of Ordinances, as amended, and the base zoning district of C-2 (Commercial). The following regulations shall be specific to this special use permit. Where these regulations conflict with or overlap another ordinance, easement, covenant, or deed restriction, the more stringent restriction shall prevail.

- A. *Permitted land uses.* A special use permit is authorized for an event center on the property.
- B. *Site development standards.* Development of the property shall comply with the development standards of the C-2 (Commercial) zoning district and the standards described below.
  - 1. The site improvements must be constructed as shown on the site plan attached as Exhibit "C" and as follows:
- C. *Operational standards.* The operation of the event center must comply with the standards described below.
  - 1. The size of the event center must not exceed five thousand (5,000) square feet in floor area.
  - 2. Outdoor events are prohibited. All activities must take place within the building.
- D. *Expiration.* The special use permit will expire three (3) years from the effective date of this ordinance. If the event center is still in operation at the time of expiration, the business shall be considered a legal non-conforming use and may continue operation subject to the standards described in Section 118-153 of the zoning ordinance.
- E. *Amendments to Approved Special Use Permits.* An amendment or revision to the special use permit will be processed in the same manner as the original approval. The application for an amendment or revision must include all land described in the original ordinance that approved the special use permit.
- F. *Administrative Approval of Site Plans.* The development is subject to final approval of a site plan package. Site plans that comply with all development-related ordinances, and this Ordinance may be administratively approved by the Development Review Committee.

The city manager or designee may approve minor amendments or revisions to the standards provided the amendment or revisions does not significantly:

- 1. Alter the basic relationship of the proposed uses to adjacent uses;
- 2. Change the uses approved;
- 3. Increase approved densities, height, site coverage, or floor areas;
- 4. Decrease on-site parking requirements;
- 5. Reduce minimum yards or setbacks; or
- 6. Change traffic patterns.





PAUL ALTON TERRELL ARCHITECT

ARCHITECTURE & CAD-LIAIZED FACILITY MANAGEMENT  
2114 COUNTY ROAD 2100, GRANBURY, TEXAS 76049  
(817)351-0799, (800)351-4119, FAX (817)351-6783  
E-MAIL: [paterrell@awbhall.net](mailto:paterrell@awbhall.net)

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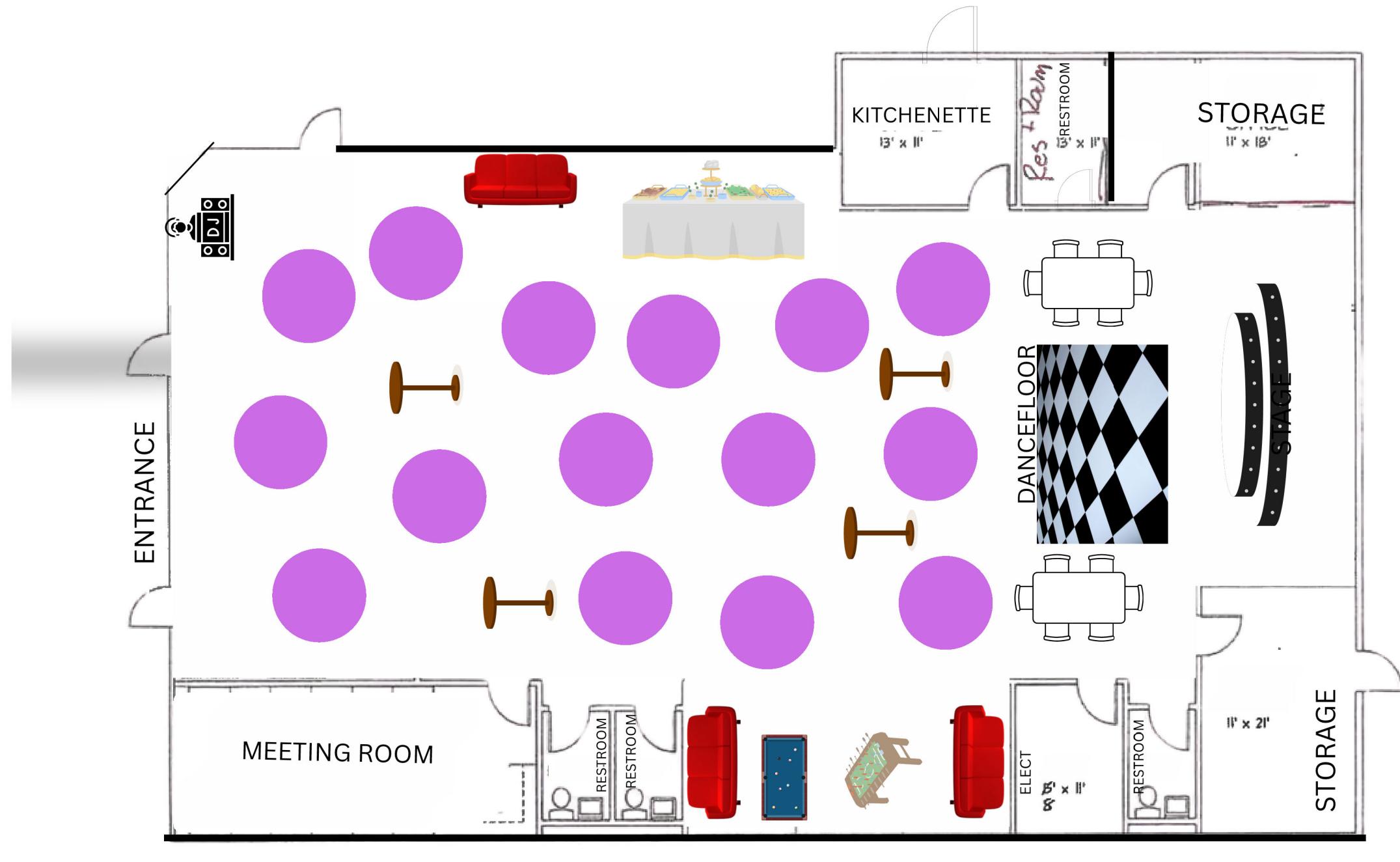
**DHM**

Digestive Health Management, LLC  
North Hills Village, #7620  
North Richland Hills, Texas 76122

Revisions  
Project Number: 6902  
Date: 10-14-02  
Drawn By: PAT  
Checked By: -

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Sheet - of - Sheets



PAUL ALTON TERRELL ARCHITECT

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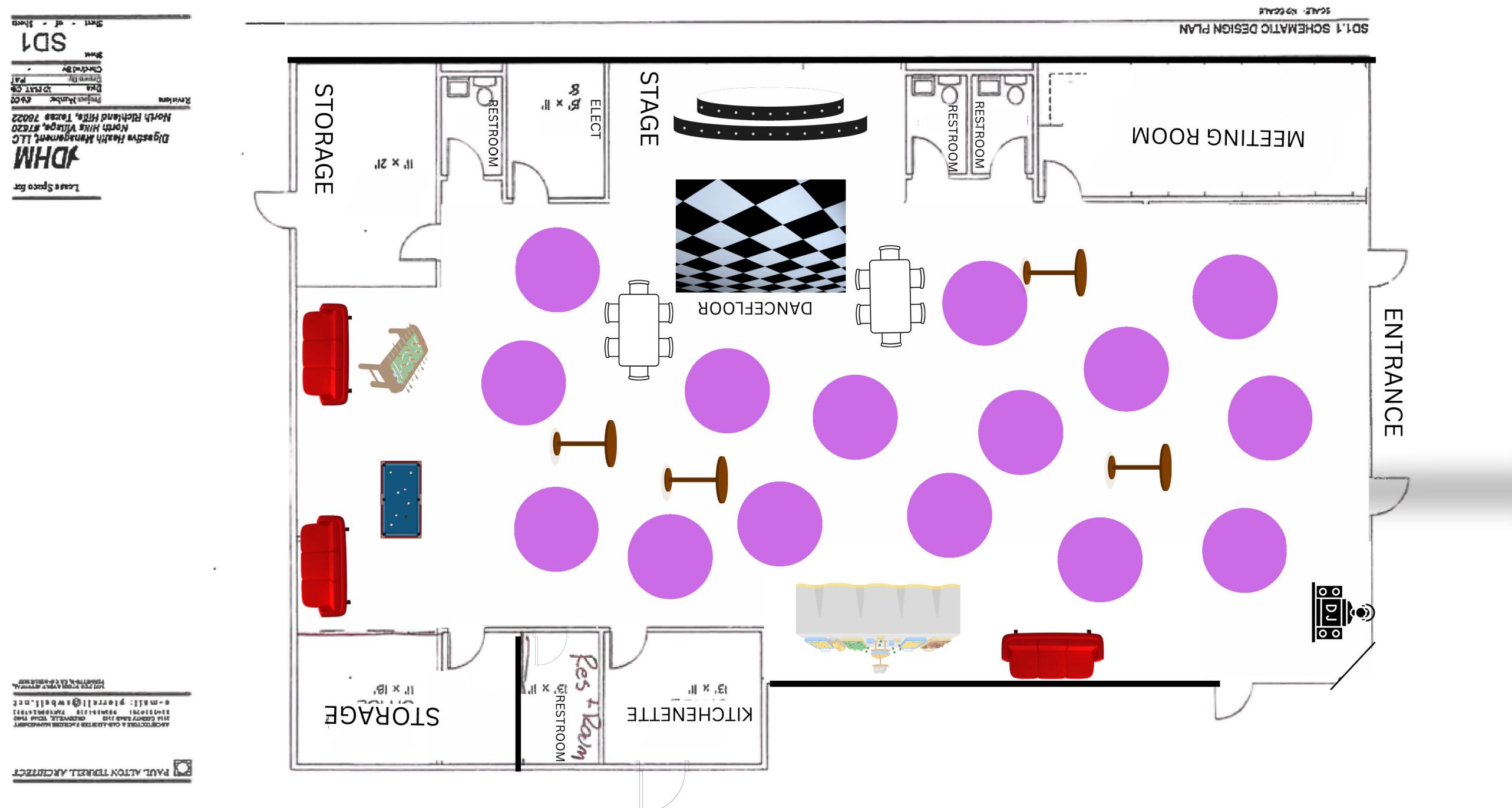
**DHMG**  
Digestive Health Management, LLC  
North Hills Village, #7620  
North Richland Hills, Texas 76022

Revisions

Project Number	69-02
Date	10-14-01
Drawn By	PAT
Checked By	
Date	

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Sheet - of - Sheets





## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** January 12, 2026

**SUBJECT:** TR25-08, Ordinance No. 3941, Public hearing and consideration regarding city-initiated text amendments to Chapter 118 (Zoning) for the purpose of revising certain single-family residential parking requirements related to garage enclosures.

**PRESENTER:** Cori Reaume, Director of Planning

### **SUMMARY:**

Revisions are proposed to consider allowance for enclosure of certain garages for the purpose of creating additional living space in homes built prior to the requirement for a garage.

### **GENERAL DESCRIPTION:**

In an effort to increase efficiency and limit property-specific approvals, staff have begun evaluating several code sections and reviewing case history to identify possible code modifications. One of the items on the list relates to a possible allowance for garage enclosures in certain older homes. This item was prioritized based on a number of outstanding properties identified to receive a "notice of violation" for unpermitted garage enclosures.

### **CURRENT REGULATIONS:**

In typical single-family residential zoning districts, the City currently requires (Sec. 118-833): 4 total spaces, with at least two "covered and enclosed" behind the front building line.

Generally speaking, the current zoning regulations requiring the aforementioned parking spaces would not apply to homes constructed prior to the 1999 ordinance adoption date. The homes are determined to be legally nonconforming with the current regulations. However, Section 118-152 (1), indicates that no building or structure may be altered in a way which increases the degree or extent of the nonconforming feature without approval of a building permit which has been authorized by the zoning board of adjustment.

In the past, staff has determined that in order to enclose a garage, the property owner must obtain a variance from the Zoning Board of Adjustment related to not meeting the parking requirements, or rather, increasing the nonconformity of the parking situation.



## **CURRENT PROCESS:**

In some instances, a new owner has acquired the property (including the enclosed garage) and learns of its unpermitted status through a notice of violation from the Building Inspections Division, or upon review of another submitted renovation permit on the property. Typically, the owners would like to pursue the necessary inspections to ensure the structure has been enclosed safely. Unfortunately, prior to submitting the retroactive permit and obtaining the necessary inspections, staff must direct the applicant to seek a variance (or permit for nonconformity extension) from the Zoning Board of Adjustment.

Processing applications through this board typically extends the timeline for obtaining a building permit and inspections by approximately 45 to 60 days due to the nature of public notices and meeting scheduling. A permit for the garage enclosure may not be obtained during that time, which would also delay other pending permits while rectifying the unpermitted work through this process.

## **DRAFT PROPOSAL:**

In an attempt to streamline these situations, staff reviewed previous applications for variances, neighborhoods where the garage enclosures are more prevalent, and ordinances from similar cities. A draft proposal was presented in the October 2, 2025 work session and discussion continued at the October 16 and November 6 Commission meetings.

Following that discussion, a review of the adoption dates of the ordinances addressing parking standards, and evaluation of the properties for which an updated ordinance may be helpful, staff are proposing a text modification outlined below:

- This proposal would apply only to homes permitted for construction **on or before November 22, 1999**. (This is the date in which the parking standards table was updated to include “covered and enclosed” in reference to 2 of the 4 parking spaces required on most residential lots.)
- With respect to homes permitted for construction prior to that date, a garage enclosure may be permitted on properties which provide a minimum paved surface sufficient for parking **two** vehicles.
  - In instances where such paving exists, no additional paving would be required.
  - There is no proposed differentiation between a one-car or two-car garage.
  - Paved surface standards must align with Sec. 118-831 (f) (9)

In review of the identified homes with enclosed one-car garages, it was determined they typically have already added a second paved parking space on the site or would generally be easily able to do so. In homes with 2-car garages prior to that date, most have a driveway sufficient to accommodate two vehicles off-street. Many previously had a detached 2-car garage in the rear of the property, which often accommodates even more than two vehicles off-street due to the length of the paved driveway.



The proposal is outlined as an amendment to the 'Nonconforming uses, structures, and lots' division, specifically in Section 118-153.

**PUBLIC INPUT:** No public comment has been received as of December 26, 2025. Any feedback received after that date will be provided at the meeting.

**PLANNING AND ZONING COMMISSION:** The Planning and Zoning Commission conducted a public hearing and considered this item at the November 6, 2025, meeting and voted 6-0 to recommend approval.

**RECOMMENDATION:**

Approve Ordinance No. 3941.

**ORDINANCE NO. 3941  
ZONING CASE TR25-08**

**AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING  
ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS BY AMENDING  
SECTION 118-153 (NONCONFORMING USES) OF CHAPTER 118 (ZONING)  
OF THE CODE OF ORDINANCES, NORTH RICHLAND HILLS, TEXAS AS IT  
PERTAINS TO NONCONFORMITIES CREATED OR ENLARGED BY  
ENCLOSURE OF A GARAGE; PROVIDING THAT THIS ORDINANCE SHALL  
BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR  
SEVERABILITY; ESTABLISHING A PENALTY; PROVIDING FOR SAVINGS;  
PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of North Richland Hills, Texas is a home-rule municipality located in Tarrant County, Texas acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the Zoning Ordinance of the City of North Richland Hills regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

**WHEREAS**, the City Council desires to amend certain portions of the Zoning Ordinance regarding garage enclosures; and

**WHEREAS**, the Planning and Zoning Commission of the City of North Richland Hills, Texas held a public hearing on October 16, 2025, which was continued to November 6, 2025, and the City Council of the City of North Richland Hills, Texas, held a public hearing on December 8, 2025, with respect to the zoning amendment described herein; and

**WHEREAS**, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Zoning Ordinance of the City of North Richland Hills, and all other laws dealing with notice, publication, and procedural requirements for amending the Zoning Ordinance; and

**WHEREAS**, the City Council has determined that the proposed ordinance amendment promotes the health, safety, morals, and the general welfare within the City of North Richland Hills and is in the best interest of the City of North Richland Hills.

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

**SECTION 1:** The Comprehensive Zoning Ordinance and the Code of Ordinances, City of North Richland Hills, Texas, be amended by amending Section 118-153 – “Nonconforming uses” of Chapter 118 of the Code of Ordinances, City of North Richland Hills, Texas, to amend and replace subsection (e) as shown below:

“...

(e) Repairs and alterations. Repairs and alterations may be made to an undamaged nonconforming building or structure; provided, however, no structural alterations shall be made except those required by law or ordinance, unless the building is changed to a conforming use; and provided that no additional dwelling units shall be added where the nonconforming use results from there being more dwelling units on the lot than is permissible in the district in which the building is located. No enlargement or extension of a nonconforming use shall take place except as the zoning board of adjustment may grant, as a special exception, an application to extend or enlarge a building occupied by a nonconforming use or that portion of the lot occupied by such use, provided such grant does not serve to prevent the return of such property to a conforming use.

(1) For homes permitted for construction on or before November 22, 1999, a reduction in the number of covered and enclosed parking spaces shall not be deemed to create or enlarge a nonconformity under this section, and a garage enclosure may be permitted for such homes, provided the site provides paved parking that is compliant with the city's development standards outlined in this Chapter and covers sufficient area to accommodate a minimum of two parking spaces. Parking space calculation for this purpose shall be determined by the City's Schedule of minimum parking and maneuvering dimensions.

...”

**SECTION 2:** This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, City of North Richland Hills, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

**SECTION 3:** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

**SECTION 4:** Any person, firm, or corporation violating any provision of the Zoning Ordinance and the zoning map of the City of North Richland Hills as amended hereby shall be deemed guilty of a misdemeanor and upon final conviction thereof fined in an amount not to exceed Two Thousand Dollars (\$2,000.00). Each day any such violation shall be allowed to continue shall constitute a separate violation and is punishable hereunder.

**SECTION 5:** All rights and remedies of the City of North Richland Hills are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 6:** The City Secretary is hereby authorized and directed to cause the publication of the descriptive caption and penalty clause of this Ordinance as required by law, if applicable.

**SECTION 7:** This Ordinance shall be in full force and effect upon publication as required by law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** on the 8th day of December, 2025.

**CITY OF NORTH RICHLAND HILLS**

Jack McCarty, Mayor

**ATTEST:**

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Alicia Richardson  
City Secretary/Chief Governance Officer

**APPROVED AS TO FORM AND LEGALITY:**

---

Bradley A. Anderle, City Attorney

**APPROVED AS TO CONTENT:**

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Cori Reaume, Director of Planning



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** January 12, 2026  
**SUBJECT:** Public hearing and consideration of Ordinance No. 3942, adopting the North Richland Hills Youth Programs Standards of Care.  
**PRESENTER:** Adrien Pekurney, Director of Parks and Recreation

### **SUMMARY:**

The purpose of this item is to request City Council approval of an ordinance adopting the North Richland Hills Youth Programs Standards of Care. Adopted standards are a Texas Department of Family and Protective Services requirement for an exempt status for day care licensing. A public hearing is required for adoption of the ordinance. The public hearing and adoption of the ordinance may occur on the same day.

### **GENERAL DESCRIPTION:**

The City of North Richland Hills Parks and Recreation Department offers fee-based day recreational camp programs for children ages five to thirteen. Registration fees for the camp are paid weekly with deposits due at the time of registration. The Texas Legislature requires municipal day camp youth programs for elementary age children to meet day care licensing requirements or file for an exemption (Section 42.041(b)(14) of the Child Care Standards and Regulations of the Texas Human Resources Code. To receive exempt status, a municipality must submit a copy of program standards, a notice of a public hearing for the program, and a copy of the ordinance adopting the standards.

The Youth Programs Standards of Care provided basic childcare regulations for day camp activities operated by the City of North Richland Hills Parks and Recreation Department, which will allow the department to qualify for an exemption from the requirements of the Texas Child Care Standards and Regulations within the Texas Human Resources Code.

The City of North Richland Hills day camp program meets, and in some areas exceeds, many of the standards listed in the state's Child Care Standards and Regulations. All of the Standards of Care included in the City of North Richland Hills Parks and Recreation day camp policies and procedures have been in place for several years and have been used in the staff training process prior to camp each year.



The Standards of Care are provided to the parents of each program participant and include, at a minimum the following areas:

- Minimum requirements for staffing ratios
- Staff qualifications and essential job functions
- Facility, health and safety standards
- Training and procedures for reporting child abuse/neglect allegations
- Written procedures stating that parents and each staff member will be provided a set of standards
- Contact information of department supervisors for the purpose of complaint notification and resolution regarding the recreational program
- Written procedures for staff who will be monitoring the programs and enforcing the standards
- Requirement of criminal background checks on prospective day camp employees
- Service standards for communicating with parents and performance expectations of day camp employees
- Behavior management and discipline procedures
- General rules and regulations

The application for exemption determination and the formal adoption of the Youth Programs Standards of Care and ordinance is an annual requirement so that the Standards of Care can be reviewed and revised as needed to reflect current regulations. This is the 21<sup>st</sup> year for the formal adoption process.

The Parks and Recreation Board, at their December 1, 2025 meeting, approved a recommendation to forward the North Richland Hills Youth Programs Standards of Care to City Council for formal adoption.

**RECOMMENDATION:**

Approve Ordinance No. 3942.

## ORDINANCE NO. XXXX

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, READOPTING SECTION 62-10 OF THE CITY OF NORTH RICHLAND HILLS, TEXAS CODE OF ORDINANCES READOPTING THE CITY OF NORTH RICHLAND HILLS YOUTH PROGRAMS STANDARDS OF CARE, FOLLOWING A PUBLIC HEARING; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of North Richland Hills, Texas ("The City") is a home rule city acting under its power adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the Human Resources Code; Section 42.041(b)(14), established requirements for exempting recreational programs operated by municipalities for elementary age (5-13) children from childcare licensing requirements; and

**WHEREAS**, in order to receive exempt status for a youth recreational program, a municipality must adopt standards of care by ordinance after a public hearing for the program and a copy of the ordinance adopting the standards forwarded to the State; and

**WHEREAS**, the City of North Richland Hills Youth Programs Standards of Care will provide basic child care regulations for day camp activities operated by Parks and Recreation and other departments in accordance with Section 42.041(b)(14) of the Human Resources Code;

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

**SECTION 1.** The City Council hereby finds the recitals above to be true and correct, and such recitals are hereby incorporated into this Ordinance as if written herein.

**SECTION 2.** Sec. 62-10 of the North Richland Hills Code of Ordinances is hereby adopted as follows:

#### **"Sec. 62-10. - YOUTH PROGRAMS STANDARDS OF CARE"**

"The City Council of the City of North Richland Hills hereby adopted the City of North Richland Hills Youth Programs Standards of Care for providing basic child care regulations for day camp activities operated by the Parks and Recreation Department as well as other departments. As required by

Section 42.041(b)(14) of the Human Resources Code, the Standards adopted by this ordinance include staffing ratios; minimum staff qualifications; minimum facility, health, and safety standards; and mechanisms for monitoring and enforcing the adopted local standards. A copy of the City of North Richland Hills Youth Programs Standards of Care is attached hereto and incorporated herein for all intents and purposes and shall be available on the City's website under the Parks and Recreation subhead."

**SECTION 3.** The City Secretary is hereby authorized and directed to cause the publication of the descriptive caption and applicable penalty clause of this ordinance as an alternative method of publication provided by law.

**SECTION 4.** This Ordinance shall be cumulative of all provisions of the Code of Ordinances of the City of North Richland Hills, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

**SECTION 5.** All rights and remedies of the City of North Richland Hills are expressly saved as to any and all violations of the provisions of any ordinances in the Code of Ordinances of the City of North Richland Hills that have accrued at the time of the effective date of this Ordinance; as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 6.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 7.** This ordinance shall be in full force and effective immediately after its passage and publication as required by law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** on this 12<sup>th</sup> day of January, 2026.

**CITY OF NORTH RICHLAND HILLS**

By: \_\_\_\_\_  
Jack McCarty, Mayor

**ATTEST:**

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Alicia Richardson  
City Secretary/Chief Governance Officer

**APPROVED AS TO FORM AND LEGALITY:**

---

Bradley Anderle, City Attorney

**APPROVED AS TO CONTENT:**

---

Adrien Pekurney  
Director of Parks and Recreation

City of North Richland Hills  
Parks and Recreation Department  
Youth Programs Standards of Care

## I. GENERAL INFORMATION / ADMINISTRATION

Purpose: To provide basic childcare regulations for activities operated by the North Richland Hills Parks and Recreation Department. This will allow the department to qualify as exempt from requirements of the Texas Human Resources Code.

**A. Organization:**

1. The governing body of the City of North Richland Hills Youth Programs is the City of North Richland Hills City Council.
2. Implementation of the *Youth Programs Standards of Care* is the responsibility of the Assistant Director of Recreation and Recreation Division Staff.
3. The *Youth Programs Standards of Care* will apply to several fee based day camp programs which are conducted by the North Richland Hills Parks and Recreation Department throughout the year.
4. Each Youth Program site will have available for public and staff a current copy of the *Standards of Care*.
5. Parents of participants will be provided a current copy of the *Standards of Care* during the registration process.

**B. Implementation:** The *Standards of Care* Program will be the responsibility of the Parks and Recreation Department, with the Recreation Coordinator overseeing the overall program and the Day Camp Director administering the program on-site.

Regulations apply to these on-going programs:

Winter Break Camp  
Spring Break Camp  
Summer Day Camp  
Fall Break Camp

Other: Each camp will make available for public and staff a current copy of the *Standards of Care*. Parents of participants will be provided a copy of *Standards of Care* during the registration process and the Camp NRH parent orientation prior to camp starting each year.

Program Sites:

NRH Centre	6000 Hawk Avenue (Main Site)
Adventure World Playground	7451 Starnes Rd
Green Valley Community Park	7701 Smithfield Rd

John Barfield Trail	8201 Davis Blvd
The Lakes at Hometown	8700 Bridge St
Northfield Park	7804 Davis Blvd
Stormy Plaza	9010 Grand Ave
Walker Creek Elementary	8780 Bridge St (parking lot and field)
Walker's Creek Park	8403 Emerald Hills Way
Walker's Creek Trail	8403 Emerald Hills Way
Dolce Place	9000 Grand Ave

**C. Day Camp Objectives:**

1. To provide youth with the opportunity to experience a variety of recreational activities which include sports, games, arts and crafts, education, drama, special events, field trips, tournaments, etc.
2. To provide an encouraging atmosphere emphasizing positive development of physical skills, emotional growth and self-confidence.
3. To provide a safe environment; always promoting good health and welfare for all.
4. To teach children how to spend their leisure time wisely; in an effort to meet the emotional, physical, and social needs of the child.

**D. Exemption Status:**

Once an exempt status is established, the Licensing Division will not monitor the recreational program. The Licensing Division will be responsible for investigating complaints of unlicensed child care and for referring other complaints to the municipal authorities or, in the case of abuse/neglect allegation, to the local police authorities.

**E. Standards of Care Review:**

Standards will be reviewed annually and brought to the City Council for approval after a public hearing is held to pass an ordinance regarding section 42.041(b) (14) of the Texas Human Resources Code. Childcare Licensing will not regulate these programs nor be involved in any complaint investigation related to the program.

Any parent, visitor or staff may register a complaint by contacting the North Richland Hills NRH Centre Manager at 817-427-6600 or the Parks and Recreation Administrative Offices at 817-427-6620, Monday through Friday, 8:00 a.m. - 5:00 p.m.

**II. STAFFING**

**A. Day Camp Director** – The Day Camp Director directs a staff of 14-day camp counselors and supervises the activities of children in a day camp setting.

**1. Essential Job Functions:**

- a.) Direct and supervise all counselors including hiring and training.
- b.) Complete and submit proper records including camp schedules, counselor work schedules, payroll, accident/incident reports and attendance.
- c.) Develop age-appropriate camp curriculum (5-12 years) in accordance with the philosophy of the program.
- d.) Ensure staff is committed to following established guidelines, procedures and standards.

- e.) Maintain an orderly, clean and safe environment for the children while promoting a non-competitive program directed toward accentuating positive behaviors, physical development and emotional growth.
- f.) Develop and distribute a weekly schedule of activities.
- g.) Complete facility reservations and transportation needs for all camp activities.
- h.) Schedule, confirm, obtain and distribute payment for all field trips.
- i.) Maintain supplies, equipment and all necessary documentation for the operation of the camp.
- j.) Communicate to parents about camper's progress and activities.
- k.) Conduct on-going program evaluations implementing approved recommendations as needed.
- l.) Provide reports to the Membership Services Supervisor on a weekly basis to monitor camp activities throughout the program.

2. **Qualifications:**

- a.) Bachelor's Degree in Education or Recreation is preferred but not required.
- b.) A minimum of three years' experience as a camp counselor and/or educator.
- c.) Requires a valid Texas driver's license with a good driving record over the last three years.
- d.) Must pass city criminal background check prior to hiring.
- e.) Must pass pre-employment drug screen and/or physical.
- f.) Must complete First Aid and CPR certification prior to camp.

3. **Requirements of Work:**

- a.) Director must complete the mandatory staff training program of at least 20 hours, in addition to planning hours with site staff prior to the start of camp. This training includes departmental orientation, customer service, sexual harassment training, behavioral issues and discipline, training and examination program on sexual abuse and child molestation, as well as practical skills on activities for children in games, songs and crafts.
- b.) Ability to be physically active and involved with children all day.
- c.) Ability to lift 55 pounds.
- d.) Knowledge of child development and age appropriate activities.
- e.) Advanced organizational and communication skills.
- f.) Team leadership abilities.
- g.) Varied experience in a variety of activities including sports, arts, nature, drama and cooperative activities.

**B. Day Camp Counselor** – The Day Camp Counselor is responsible for direct leadership of youth ages 5-13 in a variety of activities including, but not limited to games, sports, crafts, special events and field trips. The counselor assists in planning and organization of camp schedules, activities, supplies and equipment, and is also responsible for cleanliness of the areas used by camp participants. The counselor positions are also responsible for completing necessary forms relating to attendance, check-in/check-out procedures, accidents, and incidents.

1. **Essential Job Functions:**

- a.) Promote a non-competitive, positive, self-image enhancing environment for each participant through the direction of non-competitive, fun, varied and well-organized activities.
- b.) Directly lead activities using a method that will provide opportunity for the involvement

of all children on an equal level. The Counselor prepares, in advance, directions for activities, daily schedules and required equipment used during the activities.

- c.) Exhibit enthusiasm for the activity to impart a feeling of excitement to camp participants.
- d.) Follow procedures for camper check-in/check-out. Reports accidents/incidents, behavioral modifications and camp schedules.
- e.) Follow guidelines for safety and storage of equipment, including inventory of supplies.
- f.) Ensure safety of youth during transportation while on field trips.
- g.) Provide and adhere to established guidelines set forth for the safety, behavior, communication and discipline of the camp participants.
- h.) Recognize and reward positive, improved and outstanding behavior and/or accomplishments of camp participants.

2. **Minimum Qualifications:**

- a.) High school diploma with two years of college preferred but not required.
- b.) One-year experience working with children in a day camp setting.
- c.) A valid Texas driver's license with a good driving record over the last three years.
- d.) Must pass criminal background check prior to hiring.
- e.) Must pass pre-employment drug screen and/or physical.
- f.) Must complete First Aid and CPR certification prior to camp.

3. **Other Requirements:**

- a.) Staff must complete the mandatory staff training program of at least 20 hours, in addition to planning hours with site staff prior to the start of camp. This training includes departmental orientation, customer service, sexual harassment training, behavioral issues and discipline, training and examination program on sexual abuse and child molestation, as well as practical skills on activities for children in games, songs and crafts.
- b.) Staff must exhibit competency, good judgment and self-control throughout the duration of the camp.
- c.) Staff should relate to the children with courtesy, respect, acceptance and patience.
- d.) Staff will be evaluated at least once during the summer prior to the completion of camp. Evaluations will be reviewed with the camp counselors to discuss any areas of improvement or suggestions.

4. **Criminal Background Checks:** Criminal background checks will be conducted on prospective day camp employees. Applicants may be disqualified if they have a job related criminal conviction. A prospective employee will be subject to a pre-employment drug test and/or physical prior to hiring.

5. **Staffing Ratios:** The state required ratio for number of children (ages 5-12) may not exceed 15:1 children to staff. Camp NRH Day Camp maintains 12:1 children (ages 5-12) to staff ratio. On all field trips, Camp NRH Day Camp maintains 8:1 children to staff ratio.

### **III. FACILITY STANDARDS**

- A.** Emergency evacuation and relocation plans will be posted at each facility. Program employees will inspect sites frequently for any sanitation or safety concerns. Those concerns should be passed on to the Membership Services Supervisor or NRH Centre Manager immediately.
- B.** Each camp must have a fully stocked first aid kit. This shall be checked and stocked on a weekly basis by the Camp Director. It shall include but is not limited to bandages and Band-Aids, first aid cream, rubber gloves, Neosporin, alcohol wipes, hot/cold packs, gauze, tweezers and scissors.

- C. In a situation where evacuation is necessary, the first priority of staff is to make sure all participants are in a safe location. Program sites will be inspected by the Fire Marshall annually. Each Facility Manager is responsible for compliance with Fire Marshall's directives. The recommended number of fire extinguishers shall be inspected quarterly and available and "primed" for use. Fire drills should be conducted once a month during the summer camp.
- D. Medication will only be administered with written parent consent completed on ePACT Network as provided by the City of North Richland Hills. Prescription medications shall be left with staff in their original container, labeled with the child's name, date, directions, photo of the child and the child's physician's name. Medication will be logged until dispense to child. Medication shall be dispensed only as stated on the bottle unless directed otherwise by parent/guardian or physician, and not past the expiration date.
- E. Non-prescription medicine with the child's name and date on the medication may be brought if in the original container. This medication will also be logged and be dispensed only as stated on the bottle unless directed otherwise by parent/guardian or physician.
- F. Each indoor site shall have adequate indoor toilets and lavatories located such that children can use them independently and program staff can supervise as needed. There shall be one flush toilet per 30 children. Outdoor sites shall provide portable toilets based on number of children attending each day. Sinks shall be provided based on 1 sink per 30 children.
- G. All participants must wear athletic shoes daily. Sandals will not be allowed.

#### **IV. SERVICE STANDARDS—Day Camp Staff**

- A. This information will be provided to each staff member as a part of the day camp staff manual:
  - 1. Appropriate shirts, shorts and tennis shoes are to be worn at all times. Camp NRH staff shirts are to be worn on the designated days. Shorts should be at a respectable length, no cut-offs. No clothing should bear any inappropriate logos, phrases, or pictures. Any staff member, who does not adhere to the dress code, will be sent home for the day without pay.
  - 2. Staff will be provided with four to five Camp NRH T-shirts. Uniform schedules will be given to staff during training and should be followed throughout the summer. Any deviation must be approved by the Membership Services Supervisor.
  - 3. Men and women's swimsuits should provide full coverage when swimming activities are held at the NRH Centre, NRH2O or other aquatic facilities.
  - 4. Name tags/IDs should be worn and clearly visible at all times.
  - 5. Camp participants and parents will be treated with respect at all times.
  - 6. Camp staff will take it upon themselves to resolve complaints. Do not refer the customer to another staff member, unless necessary. If you are unable to resolve the complaint on the spot, take the customer's name and phone number, investigate the complaint and follow up with the customer. All complaints should be recorded (problem and resolution) on a Customer Comment Form provided by the Membership Services Supervisor.
  - 7. Camp staff will keep parents informed of camp activities. A weekly schedule will be distributed one week in advance and extra copies will be kept with the daily sign in log. In addition to hard

copies of the weekly schedule parents will be notified of changes to the schedule via email correspondence and campnrh.com. Camp staff will note details of behavior of campers (accomplishments, discipline problems, general activities, etc.) in the daily campers log and verbally update parents as much as possible.

8. Camp staff will monitor the check-in/check-out log at all times.
9. Camp staff will clean program areas after each activity. Floors will be swept/vacuumed, mirrors cleaned, sanitized and supplies put away. This is extremely important due to the fact that rooms are used throughout the day by other groups.
10. Camp staff will spend the majority of their time actively involved with campers and/or parents. Camp staff will check all messages for the day, prior to beginning any camp activities.

## VI. **OPERATIONAL ISSUES**

- A. Emergency phone numbers are kept at the NRH Centre front desk, as well as with the Day Camp Director on field trips. Those numbers include fire, police, and ambulance services.
- B. The Day Camp Manual is provided to every staff member and outlines the following:
  1. Behavior Management and Discipline Procedures
  2. Rules and Regulations
  3. Forms
  4. Service Standards
  5. Game/Activity Leadership
  6. Guidelines for Communication with children and parents
- C. Check-in/check-out forms will be used every day. Only adults listed on the camper's release form will be allowed to pick up children. The authorized parent/guardian must enter the building and sign the check-out form in order for staff to release the child.
- D. Emergency evacuation and relocation plans will be posted at each facility.

### E. **Transportation Requirements**

Texas law requires that all children younger than 8 years old, unless they are taller than 4 feet 9 inches, be secured in a child safety seat whenever they ride in a vehicle. Older children who have outgrown a booster seat must be buckled with a seat belt.

In compliance with this law, parents will be required to provide a booster seat for their child if that child is under 8 years old and measures less than 4'9". Camp NRH will have five booster seats on-site for transportation services required for field trips and other Camp NRH activities in the event that a camper forgets to bring their booster seat with them to camp.

Camp NRH staff will be trained to identify children that are required to be in a booster based on birth date of camper identifying the legal age of the child and by utilizing a height measuring tool.

- F. Parents will be notified regarding planned field trips and provided the required release forms. Enrollment information will be kept and maintained on each vehicle while traveling to and from field trip sites.

- G.** Enrollment information will be kept and maintained using ePACT Network for each child and shall include:
  1. Child's name, birth date, home address, home telephone number, physician's phone number and address and phone numbers where parents may be reached during the day.
  2. Name, driver's license number and telephone number of persons to whom the child can be released.
  3. Field trip release form as needed.
  4. Liability waiver.
  5. Parental consent to administer medication, medical information and release on participant.
- H.** Staff shall immediately notify the parent or other person authorized by the parent when the child is injured or has been involved in any situation, which placed the child at risk.
- I.** The Membership Services Supervisor shall notify the parents/guardians of participants' if/when there is an outbreak of a communicable disease in the facility as required by the County Department of Health. Staff must notify parents of children in a group when there is an outbreak of lice or other infestation in the group.

## **VII. BEHAVIOR MANAGEMENT AND DISCIPLINE PROCEDURES**

- A.** Program employees will implement discipline and guidance in a consistent manner based on an understanding of individual needs and development with the best interests of program participants in mind.
- B.** There will be no harsh, cruel, or corporal punishment used as a method of discipline.
- C.** Program employees may use brief, supervised separation from the group if necessary. Children will be aware of all camp rules prior to the start of any activity. Their understanding of the rules is an integral part of behavior management. When negative behavior occurs they will know there is a consequence for their chosen action.
- D.** Incident reports will be filled out on any disciplinary cases, and information is to be shared with parents when picking up the child (or sooner when extreme cases occur). Parents will be asked to sign the incident reports to indicate they have been advised about specific problems and/or negative behaviors.
- E.** A sufficient number and/or severe nature of discipline reports as detailed in the program manual may result in a participant being suspended from the program. Parents/guardians will be contacted to pick up their child immediately.
- F.** In instances where there is danger including physical harm or threat of physical harm to participants, staff, or themselves; the offending participant(s) will be removed from the program immediately. Parents/guardians will be contacted to pick up their child immediately.

## **VIII. ILLNESS OR INJURY**

- A. Participants shall have and maintain immunizations in accordance with those required by the Texas Department of Health for public school attendance according to age.
- B. Parents shall be notified in cases of illness or injury.
- C. An ill child will not be allowed to participate if the child is suspected of having a temperature and/or accompanied by behavior changes or other signs or symptoms until a medical evaluation indicates that the child can be included in the activities. In the event an injury cannot be remedied through basic first aid, staff shall notify paramedics.
- D. When an injury occurs, an incident report shall be filled out immediately after the incident, with the original sent to the NRH Centre Manager's office with a copy kept in the Day Camp files.
- E. In the event of suspected abuse, program employees will report suspected abuse or neglect in accordance with the Texas Family Code. In the case where a City employee is involved in an incident with a child that could be construed as child abuse, the incident must be immediately reported to the Assistant Director of Recreation. The Assistant Director will immediately notify the Police Department and any other agency as may be appropriate.
- F. Texas state law requires the staff of youth programs to report any suspected abuse or neglect of a child to the Texas Department of Family and Protective Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

## **IX. GENERAL GUIDELINES FOR CHILDREN**

- A. As a part of the Day Camp Manual, staff should be given the following information:
  - 1. A child is not allowed to use the phone unless it is an emergency. In this case, Day Camp staff should make the call for the child.
  - 2. Children must stay off tables, counter tops, ping pong tables, etc.
  - 3. Children should walk in the building. Running is only permitted in the gym and outside areas.
  - 4. Bouncing and throwing balls is permitted only in the gym or designated game area with direct supervision from staff.
  - 5. Active games using equipment that can cause damage to window, shades, lights, and ceilings must be played only in the gym or outdoors.
  - 6. Children must respect staff and each other.
  - 7. Children must wear closed toe shoes at all times.
  - 8. Children must be contained and not allowed to filter in the general public.
- B. The program will provide activities for each group according to the participants' ages, interests and abilities. The activities should be flexible and promote social and educational advancement.
  - 1. A weekly calendar of activities will be posted for parents the Friday prior to the next week of camp.
  - 2. When taking field trips, staff will:
    - a.) Count everyone before they leave the program site as well as prior to leaving the field trip

site.

- b.) Carry medical information on each child and necessary medication with them on the trip.
- c.) Carry a first aid kit and mobile phone in all vehicles and while on-site.
- d.) All participants are required to wear wristbands that have Camp NRH and NRH Centre phone number inscribed on them. Participants are also encouraged to wear camp shirts so that children are easily identified.

**X. MONITORING AND ENFORCEMENT**

- A. *Standards of Care* established by the City of North Richland Hills will be monitored and enforced by City Departments responsible for their respective areas. Health and safety standards will be monitored and enforced by the City's Police, Fire, and Consumer Health Departments when applicable.
- B. Staff and program issues will be monitored and enforced by the North Richland Hills Parks and Recreation Department. The NRH Centre Manager shall visit each site on a bi-weekly basis. The Membership Services Supervisor is responsible for visually checking the camp activities on a daily basis. When not available, another full-time staff person is responsible for that check.
- C. Monthly reporting by the Membership Services Supervisor to the NRH Centre Manager will include a review of adherence to the *Standards of Care* as well as operational summaries of the programming month.

For further information regarding the *Youth Program Standards of Care* or any other information about the youth programs offered through the City of North Richland Hills Parks and Recreation Department please contact the NRH Centre Manager or Membership Services Supervisor at 817-427-6600 or email [NRHPARD@nrhtx.com](mailto:NRHPARD@nrhtx.com).

**ORDINANCE NO. 3884A**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, READOPTING SECTION 62-10 OF THE CITY OF NORTH RICHLAND HILLS, TEXAS CODE OF ORDINANCES READOPTING THE CITY OF NORTH RICHLAND HILLS YOUTH PROGRAMS STANDARDS OF CARE, FOLLOWING A PUBLIC HEARING; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of North Richland Hills, Texas ("The City") is a home rule city acting under its power adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the Human Resources Code; Section 42.041(b)(14), established requirements for exempting recreational programs operated by municipalities for elementary age (5-13) children from childcare licensing requirements; and

**WHEREAS**, in order to receive exempt status for a youth recreational program, a municipality must adopt standards of care by ordinance after a public hearing for the program and a copy of the ordinance adopting the standards forwarded to the State; and

**WHEREAS**, the City of North Richland Hills Youth Programs Standards of Care will provide basic child care regulations for day camp activities operated by Parks and Recreation and other departments in accordance with Section 42.041(b)(14) of the Human Resources Code;

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

**SECTION 1.** The City Council hereby finds the recitals above to be true and correct, and such recitals are hereby incorporated into this Ordinance as if written herein.

**SECTION 2.** Sec. 62-10 of the North Richland Hills Code of Ordinances is hereby adopted as follows:

**"Sec. 62-10. - YOUTH PROGRAMS STANDARDS OF CARE"**

"The City Council of the City of North Richland Hills hereby adopted the City of North Richland Hills Youth Programs Standards of Care for providing basic child care regulations for day camp activities operated by the Parks and Recreation Department as well as other departments. As required by

Section 42.041(b)(14) of the Human Resources Code, the Standards adopted by this ordinance include staffing ratios; minimum staff qualifications; minimum facility, health, and safety standards; and mechanisms for monitoring and enforcing the adopted local standards. A copy of the City of North Richland Hills Youth Programs Standards of Care is attached hereto and incorporated herein for all intents and purposes and shall be available on the City's website under the Parks and Recreation subhead."

**SECTION 3.** The City Secretary is hereby authorized and directed to cause the publication of the descriptive caption and applicable penalty clause of this ordinance as an alternative method of publication provided by law.

**SECTION 4.** This Ordinance shall be cumulative of all provisions of the Code of Ordinances of the City of North Richland Hills, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

**SECTION 5.** All rights and remedies of the City of North Richland Hills are expressly saved as to any and all violations of the provisions of any ordinances in the Code of Ordinances of the City of North Richland Hills that have accrued at the time of the effective date of this Ordinance; as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 6.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 7.** This ordinance shall be in full force and effective immediately after its passage and publication as required by law.

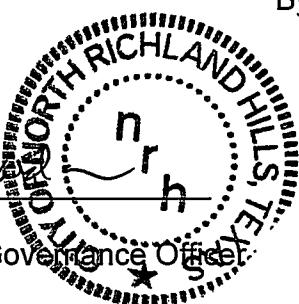
**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** on this 13<sup>th</sup> day of January, 2025.

CITY OF NORTH RICHLAND HILLS

ATTEST:

Alicia Richardson  
Alicia Richardson  
City Secretary/Chief Governance Officer



By:   
Jack McCarty, Mayor

APPROVED AS TO FORM AND LEGALITY:

Bradley Anderle  
Bradley Anderle, City Attorney

APPROVED AS TO CONTENT:

Adrien Pekurney  
Adrien Pekurney  
Director of Parks and Recreation

City of North Richland Hills  
Parks and Recreation Department  
Youth Programs Standards of Care

## **I. GENERAL INFORMATION / ADMINISTRATION**

**Purpose:** To provide basic childcare regulations for activities operated by the North Richland Hills Parks and Recreation Department. This will allow the department to qualify as exempt from requirements of the Texas Human Resources Code.

**A. Organization:**

1. The governing body of the City of North Richland Hills Youth Programs is the City of North Richland Hills City Council.
2. Implementation of the *Youth Programs Standards of Care* is the responsibility of the Assistant Director of Recreation and Recreation Division Staff.
3. The *Youth Programs Standards of Care* will apply to several fee based day camp programs which are conducted by the North Richland Hills Parks and Recreation Department throughout the year.
4. Each Youth Program site will have available for public and staff a current copy of the *Standards of Care*.
5. Parents of participants will be provided a current copy of the *Standards of Care* during the registration process.

**B. Implementation:** The *Standards of Care* Program will be the responsibility of the Parks and Recreation Department, with the Recreation Coordinator overseeing the overall program and the Day Camp Director administering the program on-site.

Regulations apply to these on-going programs:

Winter Break Camp  
Spring Break Camp  
Summer Day Camp  
Fall Break Camp

**Other:** Each camp will make available for public and staff a current copy of the *Standards of Care*. Parents of participants will be provided a copy of *Standards of Care* during the registration process and the Camp NRH parent orientation prior to camp starting each year.

**Program Sites:**

NRH Centre	6000 Hawk Avenue (Main Site)
Adventure World Playground	7451 Starnes Rd

Green Valley Community Park	7701 Smithfield Rd
John Barfield Trail	8201 Davis Blvd
The Lakes at Hometown	8700 Bridge St
Northfield Park	7804 Davis Blvd
Stormy Plaza	9010 Grand Ave
Walker Creek Elementary	8780 Bridge St (parking lot and field)
Walker's Creek Park	8403 Emerald Hills Way
Walker's Creek Trail	8403 Emerald Hills Way
Dolce Place	9000 Grand Ave

**C. Day Camp Objectives:**

1. To provide youth with the opportunity to experience a variety of recreational activities which include sports, games, arts and crafts, education, drama, special events, field trips, tournaments, etc.
2. To provide an encouraging atmosphere emphasizing positive development of physical skills, emotional growth and self-confidence.
3. To provide a safe environment; always promoting good health and welfare for all.
4. To teach children how to spend their leisure time wisely; in an effort to meet the emotional, physical, and social needs of the child.

**D. Exemption Status:**

Once an exempt status is established, the Licensing Division will not monitor the recreational program. The Licensing Division will be responsible for investigating complaints of unlicensed child care and for referring other complaints to the municipal authorities or, in the case of abuse/neglect allegation, to the local police authorities.

**E. Standards of Care Review:**

Standards will be reviewed annually and brought to the City Council for approval after a public hearing is held to pass an ordinance regarding section 42.041(b) (14) of the Texas Human Resources Code. Childcare Licensing will not regulate these programs nor be involved in any complaint investigation related to the program.

Any parent, visitor or staff may register a complaint by contacting the North Richland Hills NRH Centre Manager at 817-427-6600 or the Parks and Recreation Administrative Offices at 817-427-6620, Monday through Friday, 8:00 a.m. - 5:00 p.m.

**II. STAFFING**

**A. Day Camp Director** – The Day Camp Director directs a staff of 14-day camp counselors and supervises the activities of children in a day camp setting.

**1. Essential Job Functions:**

- a.) Direct and supervise all counselors including hiring and training.
- b.) Complete and submit proper records including camp schedules, counselor work schedules, payroll, accident/incident reports and attendance.
- c.) Develop age-appropriate camp curriculum (5-12 years) in accordance with the philosophy

of the program.

- d.) Ensure staff is committed to following established guidelines, procedures and standards.
- e.) Maintain an orderly, clean and safe environment for the children while promoting a non-competitive program directed toward accentuating positive behaviors, physical development and emotional growth.
- f.) Develop and distribute a weekly schedule of activities.
- g.) Complete facility reservations and transportation needs for all camp activities.
- h.) Schedule, confirm, obtain and distribute payment for all field trips.
- i.) Maintain supplies, equipment and all necessary documentation for the operation of the camp.
- j.) Communicate to parents about camper's progress and activities.
- k.) Conduct on-going program evaluations implementing approved recommendations as needed.
- l.) Provide reports to the Membership Services Supervisor on a weekly basis to monitor camp activities throughout the program.

2. **Qualifications:**

- a.) Bachelor's Degree in Education or Recreation is preferred but not required.
- b.) A minimum of three years' experience as a camp counselor and/or educator.
- c.) Requires a valid Texas driver's license with a good driving record over the last three years.
- d.) Must pass city criminal background check prior to hiring.
- e.) Must pass pre-employment drug screen and/or physical.
- f.) Must complete First Aid and CPR certification prior to camp.

3. **Requirements of Work:**

- a.) Director must complete the mandatory staff training program of at least 20 hours, in addition to planning hours with site staff prior to the start of camp. This training includes departmental orientation, customer service, sexual harassment training, behavioral issues and discipline, training and examination program on sexual abuse and child molestation, as well as practical skills on activities for children in games, songs and crafts.
- b.) Ability to be physically active and involved with children all day.
- c.) Ability to lift 55 pounds.
- d.) Knowledge of child development and age appropriate activities.
- e.) Advanced organizational and communication skills.
- f.) Team leadership abilities.
- g.) Varied experience in a variety of activities including sports, arts, nature, drama and cooperative activities.

**B. Day Camp Counselor** – The Day Camp Counselor is responsible for direct leadership of youth ages 5-13 in a variety of activities including, but not limited to games, sports, crafts, special events and field trips. The counselor assists in planning and organization of camp schedules, activities, supplies and equipment, and is also responsible for cleanliness of the areas used by camp participants. The counselor positions are also responsible for completing necessary forms relating to attendance, check-in/check-out procedures, accidents, and incidents.

1. **Essential Job Functions:**

- a.) Promote a non-competitive, positive, self-image enhancing environment for each

participant through the direction of non-competitive, fun, varied and well-organized activities.

- b.) Directly lead activities using a method that will provide opportunity for the involvement of all children on an equal level. The Counselor prepares, in advance, directions for activities, daily schedules and required equipment used during the activities.
- c.) Exhibit enthusiasm for the activity to impart a feeling of excitement to camp participants.
- d.) Follow procedures for camper check-in/check-out. Reports accidents/incidents, behavioral modifications and camp schedules.
- e.) Follow guidelines for safety and storage of equipment, including inventory of supplies.
- f.) Ensure safety of youth during transportation while on field trips.
- g.) Provide and adhere to established guidelines set forth for the safety, behavior, communication and discipline of the camp participants.
- h.) Recognize and reward positive, improved and outstanding behavior and/or accomplishments of camp participants.

2. **Minimum Qualifications:**

- a.) High school diploma with two years of college preferred but not required.
- b.) One-year experience working with children in a day camp setting.
- c.) A valid Texas driver's license with a good driving record over the last three years.
- d.) Must pass criminal background check prior to hiring.
- e.) Must pass pre-employment drug screen and/or physical.
- f.) Must complete First Aid and CPR certification prior to camp.

3. **Other Requirements:**

- a.) Staff must complete the mandatory staff training program of at least 20 hours, in addition to planning hours with site staff prior to the start of camp. This training includes departmental orientation, customer service, sexual harassment training, behavioral issues and discipline, training and examination program on sexual abuse and child molestation, as well as practical skills on activities for children in games, songs and crafts.
- b.) Staff must exhibit competency, good judgment and self-control throughout the duration of the camp.
- c.) Staff should relate to the children with courtesy, respect, acceptance and patience.
- d.) Staff will be evaluated at least once during the summer prior to the completion of camp. Evaluations will be reviewed with the camp counselors to discuss any areas of improvement or suggestions.

4. **Criminal Background Checks:** Criminal background checks will be conducted on prospective day camp employees. Applicants may be disqualified if they have a job related criminal conviction. A prospective employee will be subject to a pre-employment drug test and/or physical prior to hiring.

5. **Staffing Ratios:** The state required ratio for number of children (ages 5-12) may not exceed 15:1 children to staff. Camp NRH Day Camp maintains 12:1 children (ages 5-12) to staff ratio. On all field trips, Camp NRH Day Camp maintains 8:1 children to staff ratio.

### III. **FACILITY STANDARDS**

A. Emergency evacuation and relocation plans will be posted at each facility. Program employees will inspect sites frequently for any sanitation or safety concerns. Those concerns should be passed on to the Membership Services Supervisor or NRH Centre Manager immediately.

- B. Each camp must have a fully stocked first aid kit. This shall be checked and stocked on a weekly basis by the Camp Director. It shall include but is not limited to bandages and Band-Aids, first aid cream, rubber gloves, Neosporin, alcohol wipes, hot/cold packs, gauze, tweezers and scissors.
- C. In a situation where evacuation is necessary, the first priority of staff is to make sure all participants are in a safe location. Program sites will be inspected by the Fire Marshall annually. Each Facility Manager is responsible for compliance with Fire Marshall's directives. The recommended number of fire extinguishers shall be inspected quarterly and available and "primed" for use. Fire drills should be conducted once a month during the summer camp.
- D. Medication will only be administered with written parent consent completed on ePACT Network as provided by the City of North Richland Hills. Prescription medications shall be left with staff in their original container, labeled with the child's name, date, directions, photo of the child and the child's physician's name. Medication will be logged until dispense to child. Medication shall be dispensed only as stated on the bottle unless directed otherwise by parent/guardian or physician, and not past the expiration date.
- E. Non-prescription medicine with the child's name and date on the medication may be brought if in the original container. This medication will also be logged and be dispensed only as stated on the bottle unless directed otherwise by parent/guardian or physician.
- F. Each indoor site shall have adequate indoor toilets and lavatories located such that children can use them independently and program staff can supervise as needed. There shall be one flush toilet per 30 children. Outdoor sites shall provide portable toilets based on number of children attending each day. Sinks shall be provided based on 1 sink per 30 children.
- G. All participants must wear athletic shoes daily. Sandals will not be allowed.

#### **IV. SERVICE STANDARDS—Day Camp Staff**

- A. This information will be provided to each staff member as a part of the day camp staff manual:
  - 1. Appropriate shirts, shorts and tennis shoes are to be worn at all times. Camp NRH staff shirts are to be worn on the designated days. Shorts should be at a respectable length, no cut-offs. No clothing should bear any inappropriate logos, phrases, or pictures. Any staff member, who does not adhere to the dress code, will be sent home for the day without pay.
  - 2. Staff will be provided with four to five Camp NRH T-shirts. Uniform schedules will be given to staff during training and should be followed throughout the summer. Any deviation must be approved by the Membership Services Supervisor.
  - 3. Men and women's swimsuits should provide full coverage when swimming activities are held at the NRH Centre, NRH2O or other aquatic facilities.
  - 4. Name tags/IDs should be worn and clearly visible at all times.
  - 5. Camp participants and parents will be treated with respect at all times.
  - 6. Camp staff will take it upon themselves to resolve complaints. Do not refer the customer to another staff member, unless necessary. If you are unable to resolve the complaint on the spot,

take the customer's name and phone number, investigate the complaint and follow up with the customer. All complaints should be recorded (problem and resolution) on a Customer Comment Form provided by the Membership Services Supervisor.

7. Camp staff will keep parents informed of camp activities. A weekly schedule will be distributed one week in advance and extra copies will be kept with the daily sign in log. In addition to hard copies of the weekly schedule parents will be notified of changes to the schedule via email correspondence and campnrh.com. Camp staff will note details of behavior of campers (accomplishments, discipline problems, general activities, etc.) in the daily campers log and verbally update parents as much as possible.
8. Camp staff will monitor the check-in/check-out log at all times.
9. Camp staff will clean program areas after each activity. Floors will be swept/vacuumed, mirrors cleaned, sanitized and supplies put away. This is extremely important due to the fact that rooms are used throughout the day by other groups.
10. Camp staff will spend the majority of their time actively involved with campers and/or parents. Camp staff will check all messages for the day, prior to beginning any camp activities.

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  6. Guidelines for Communication with children and parents
- C. Check-in/check-out forms will be used every day. Only adults listed on the camper's release form will be allowed to pick up children. The authorized parent/guardian must enter the building and sign the check-out form in order for staff to release the child.
- D. Emergency evacuation and relocation plans will be posted at each facility.

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Texas law requires that all children younger than 8 years old, unless they are taller than 4 feet 9 inches, be secured in a child safety seat whenever they ride in a vehicle. Older children who have outgrown a booster seat must be buckled with a seat belt.

In compliance with this law, parents will be required to provide a booster seat for their child if that child is under 8 years old and measures less than 4'9". Camp NRH will have five booster seats on-site for transportation services required for field trips and other Camp NRH activities in the event that a camper forgets to bring their booster seat with them to camp.

Camp NRH staff will be trained to identify children that are required to be in a booster based on birth date of camper identifying the legal age of the child and by utilizing a height measuring tool.

- F. Parents will be notified regarding planned field trips and provided the required release forms. Enrollment information will be kept and maintained on each vehicle while traveling to and from field trip sites.
- G. Enrollment information will be kept and maintained using ePACT Network for each child and shall include:
  1. Child's name, birth date, home address, home telephone number, physician's phone number and address and phone numbers where parents may be reached during the day.
  2. Name, driver's license number and telephone number of persons to whom the child can be released.
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  5. Parental consent to administer medication, medical information and release on participant.
- H. Staff shall immediately notify the parent or other person authorized by the parent when the child is injured or has been involved in any situation, which placed the child at risk.
- I. The Membership Services Supervisor shall notify the parents/guardians of participants' if/when there is an outbreak of a communicable disease in the facility as required by the County Department of Health. Staff must notify parents of children in a group when there is an outbreak of lice or other infestation in the group.

## **VII. BEHAVIOR MANAGEMENT AND DISCIPLINE PROCEDURES**

- A. Program employees will implement discipline and guidance in a consistent manner based on an understanding of individual needs and development with the best interests of program participants in mind.
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- C. Program employees may use brief, supervised separation from the group if necessary. Children will be aware of all camp rules prior to the start of any activity. Their understanding of the rules is an integral part of behavior management. When negative behavior occurs they will know there is a consequence for their chosen action.
- D. Incident reports will be filled out on any disciplinary cases, and information is to be shared with parents when picking up the child (or sooner when extreme cases occur). Parents will be asked to sign the incident reports to indicate they have been advised about specific problems and/or negative behaviors.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the program manual may result in a participant being suspended from the program. Parents/guardians will be contacted

to pick up their child immediately.

F. In instances where there is danger including physical harm or threat of physical harm to participants, staff, or themselves; the offending participant(s) will be removed from the program immediately. Parents/guardians will be contacted to pick up their child immediately.

## **VIII. ILLNESS OR INJURY**

- A. Participants shall have and maintain immunizations in accordance with those required by the Texas Department of Health for public school attendance according to age.
- B. Parents shall be notified in cases of illness or injury.
- C. An ill child will not be allowed to participate if the child is suspected of having a temperature and/or accompanied by behavior changes or other signs or symptoms until a medical evaluation indicates that the child can be included in the activities. In the event an injury cannot be remedied through basic first aid, staff shall notify paramedics.
- D. When an injury occurs, an incident report shall be filled out immediately after the incident, with the original sent to the NRH Centre Manager's office with a copy kept in the Day Camp files.
- E. In the event of suspected abuse, program employees will report suspected abuse or neglect in accordance with the Texas Family Code. In the case where a City employee is involved in an incident with a child that could be construed as child abuse, the incident must be immediately reported to the Assistant Director of Recreation. The Assistant Director will immediately notify the Police Department and any other agency as may be appropriate.
- F. Texas state law requires the staff of youth programs to report any suspected abuse or neglect of a child to the Texas Department of Family and Protective Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

## **IX. GENERAL GUIDELINES FOR CHILDREN**

- A. As a part of the Day Camp Manual, staff should be given the following information:
  1. A child is not allowed to use the phone unless it is an emergency. In this case, Day Camp staff should make the call for the child.
  2. Children must stay off tables, counter tops, ping pong tables, etc.
  3. Children should walk in the building. Running is only permitted in the gym and outside areas.
  4. Bouncing and throwing balls is permitted only in the gym or designated game area with direct supervision from staff.
  5. Active games using equipment that can cause damage to window, shades, lights, and ceilings

- must be played only in the gym or outdoors.
- 6. Children must respect staff and each other.
- 7. Children must wear closed toe shoes at all times.
- 8. Children must be contained and not allowed to filter in the general public.

B. The program will provide activities for each group according to the participants' ages, interests and abilities. The activities should be flexible and promote social and educational advancement.

- 1. A weekly calendar of activities will be posted for parents the Friday prior to the next week of camp.
- 2. When taking field trips, staff will:
  - a.) Count everyone before they leave the program site as well as prior to leaving the field trip site.
  - b.) Carry medical information on each child and necessary medication with them on the trip.
  - c.) Carry a first aid kit and mobile phone in all vehicles and while on-site.
  - d.) All participants are required to wear wristbands that have Camp NRH and NRH Centre phone number inscribed on them. Participants are also encouraged to wear camp shirts so that children are easily identified.

## X. MONITORING AND ENFORCEMENT

A. *Standards of Care* established by the City of North Richland Hills will be monitored and enforced by City Departments responsible for their respective areas. Health and safety standards will be monitored and enforced by the City's Police, Fire, and Consumer Health Departments when applicable.

B. Staff and program issues will be monitored and enforced by the North Richland Hills Parks and Recreation Department. The NRH Centre Manager shall visit each site on a bi-weekly basis. The Membership Services Supervisor is responsible for visually checking the camp activities on a daily basis. When not available, another full-time staff person is responsible for that check.

C. Monthly reporting by the Membership Services Supervisor to the NRH Centre Manager will include a review of adherence to the *Standards of Care* as well as operational summaries of the programming month.

For further information regarding the *Youth Program Standards of Care* or any other information about the youth programs offered through the City of North Richland Hills Parks and Recreation Department please contact the NRH Centre Manager or Membership Services Supervisor at 817-427-6600 or email [NRHPARD@nrhtx.com](mailto:NRHPARD@nrhtx.com).



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** January 12, 2026

**SUBJECT:** Consider the use of eminent domain to condemn property and consider Resolution No. 2026-008 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for construction and maintenance of drainage improvements for the Meadow Lakes BFC-7 Drainage Improvements Project and for other public purposes permitted by law.

**PRESENTER:** Caroline Waggoner, Assistant City Manager

### **SUMMARY:**

Council is being asked to authorize eminent domain for the acquisition of one parcel needed for the Meadow Lakes BFC-7 Drainage Improvements Project.

### **GENERAL DESCRIPTION:**

The Meadow Lakes BFC-7 Drainage Improvements Project is a continuation of the City's efforts to address flooding concerns identified in a 2020 flood study. That study revealed that approximately 18 properties are impacted by the regulatory floodplain, with at least five dwellings now located within the updated Special Flood Hazard Area (SFHA). Inclusion in the SFHA can affect property owners through increased flood insurance requirements and potential development restrictions.

The primary objective of the BFC-7 project is to enhance the capacity of the existing storm drain system and reduce the extent of the floodplain encroachment on developed properties. To achieve this, the City's engineering consultant, Halff Associates, designed improvements along portions of Meadow Lakes Drive and Pebble Court. These improvements include significantly enlarging the underground storm drain infrastructure to better manage stormwater flows. While most of the construction will occur within public rights-of-way, the downstream alignment of the new pipe crosses between two residential properties on Pebble Court. Although both properties currently contain existing drainage easements, the increased pipe size requires a larger permanent easement. Additionally, temporary construction easements are needed to facilitate installation and related activities.

The City successfully acquired the necessary temporary easement from the property at 4901 Pebble Court earlier this year. However, the adjacent property at 4900 Pebble Court presents a unique challenge. The property owner passed away in January 2025, and the estate remains un-probated with eight known heirs. While the heirs are aware of the City's intent to acquire the easements, the lack of formal heirship determination complicates the transaction and compromises its legal validity.



To proceed with the project and meet statutory requirements, staff recommends that the City Council authorize the use of eminent domain to acquire the necessary easements at 4900 Pebble Court. This action will ensure the timely completion of the drainage improvements and protect residents from future flood risks. The motion on this item will need to state that eminent domain is being authorized for a stated public purpose and also to describe the property being acquired in detail sufficient for a deed.

**RECOMMENDATION:**

Authorize the use of eminent domain using the motion as provided below:

I move that the City Council of the City of North Richland Hills authorize the use of the power of eminent domain to acquire the real property described in Resolution No. 2026-008, as presented, specifically:

- 0.0127 acre (555 sq. ft) permanent drainage easement on property described in Document Number D211294110 in the Official Records, Tarrant County, Texas, being more specifically described in Exhibit A to Resolution No. 2026-008; and
- 0.0229 acre (997 sq. ft.) temporary construction easement on property described in Document Number D211294110 in the Official Records, Tarrant County, Texas, being more specifically described in Exhibit B to Resolution No. 2026-008,

for the public use in construction and maintenance of drainage improvements for Meadow Lakes BFC-7 Drainage Improvements Project, and I further move to adopt Resolution No. 2026-008, as presented.

## RESOLUTION NO. 2026-008

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AUTHORIZING THE FILING OF EMINENT DOMAIN PROCEEDINGS TO ACQUIRE PROPERTY RIGHTS LOCATED IN THE MEADOW LAKES ADDITION FOR A DRAINAGE EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council of the City of North Richland Hills, Texas ("City Council"), has determined that the easement under, on and through the property described in **Exhibit "A"** and **Exhibit "B"** hereto, is appropriate for use by the City of North Richland Hills for a public drainage easement and temporary construction easement; and

**WHEREAS**, the City Council desires to acquire the property described in **Exhibits "A"** and **Exhibit "B"** hereto for the aforementioned public uses because such property is necessary for completion of the Meadow Lakes BFC-7 Drainage Improvements Project, in the City of North Richland Hills, Texas; and

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

**SECTION 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of North Richland Hills, Texas, and they are hereby approved and incorporated into the body of this resolution as if copied in their entirety.

**SECTION 2.** The City Council hereby finds and determines that a public purpose and necessity exists for the City of North Richland Hills to acquire the property described in **Exhibit "A"** and **Exhibit "B"** hereto for a public use, and to acquire the necessary property rights in such described property from the owner of such property, James Edward Brown II, and his successors.

**SECTION 3.** The North Richland Hills City Attorney, or designee, is authorized and directed to negotiate for and to acquire the required property rights for the City of North Richland Hills, and to acquire said rights in compliance with law. Moreover, the North Richland Hills City Attorney, or designee, is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that deemed necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

**SECTION 4.** All Resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent of such conflict.

**SECTION 5.** This Resolution shall take effect and be in full force and effect from and after the date of its adoption, and it is so resolved.

**PASSED AND APPROVED** this the 12<sup>th</sup> day of January, 2026.

**CITY OF NORTH RICHLAND HILLS**

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

Jack McCarty, Mayor

**ATTEST:**

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Alicia Richardson  
City Secretary/Chief Governance Officer

**APPROVED AS TO FORM AND LEGALITY:**

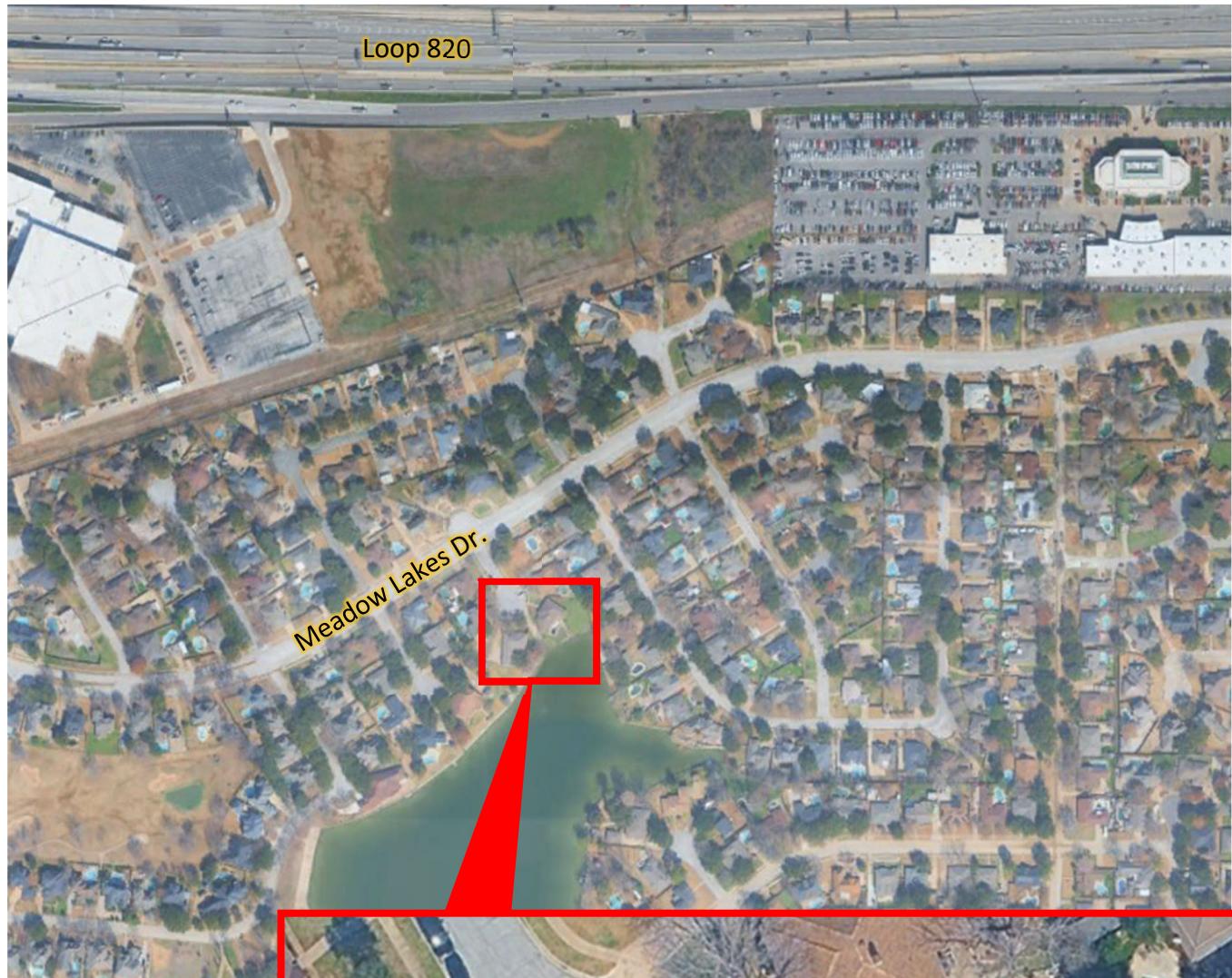
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Bradley A. Anderle, City Attorney

**APPROVED AS TO CONTENT:**

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Caroline Waggoner  
Assistant City Manager





**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**PERMANENT DRAINAGE EASEMENT**

BEING a tract of land in the William A. Trimble Survey, Abstract No. 1520 in the City of North Richland Hills, Tarrant County, Texas, being a part of Lot 30, Block 3 as described in Special Gift Warranty Deed to James Edward Brown, II, as recorded in County Clerk's Document No. D211294110 in the Official Public Records of Tarrant County, Texas (O.P.R.D.C.T.), being a part of Lot 30, Block 3 of Meadow Lakes, an addition to the City of North Richland Hills, Tarrant County, Texas, as recorded in Volume 388-123 Page 27 of the Plat Records Tarrant County P.R.T.C.T., and being more particularly described as follows:

**COMMENCING** at a found Y-cut for the northwest corner of Lot 30 and the northeast corner of Lot 31, Block 3 of said Meadow Lakes and being on the right of way of Pebble Court cul-de-sac, said point also being on a curve to the left, having a radius of 50.00 feet whose chord bears North 53 degrees 00 minutes 36 seconds East, a distance of 7.52 feet;

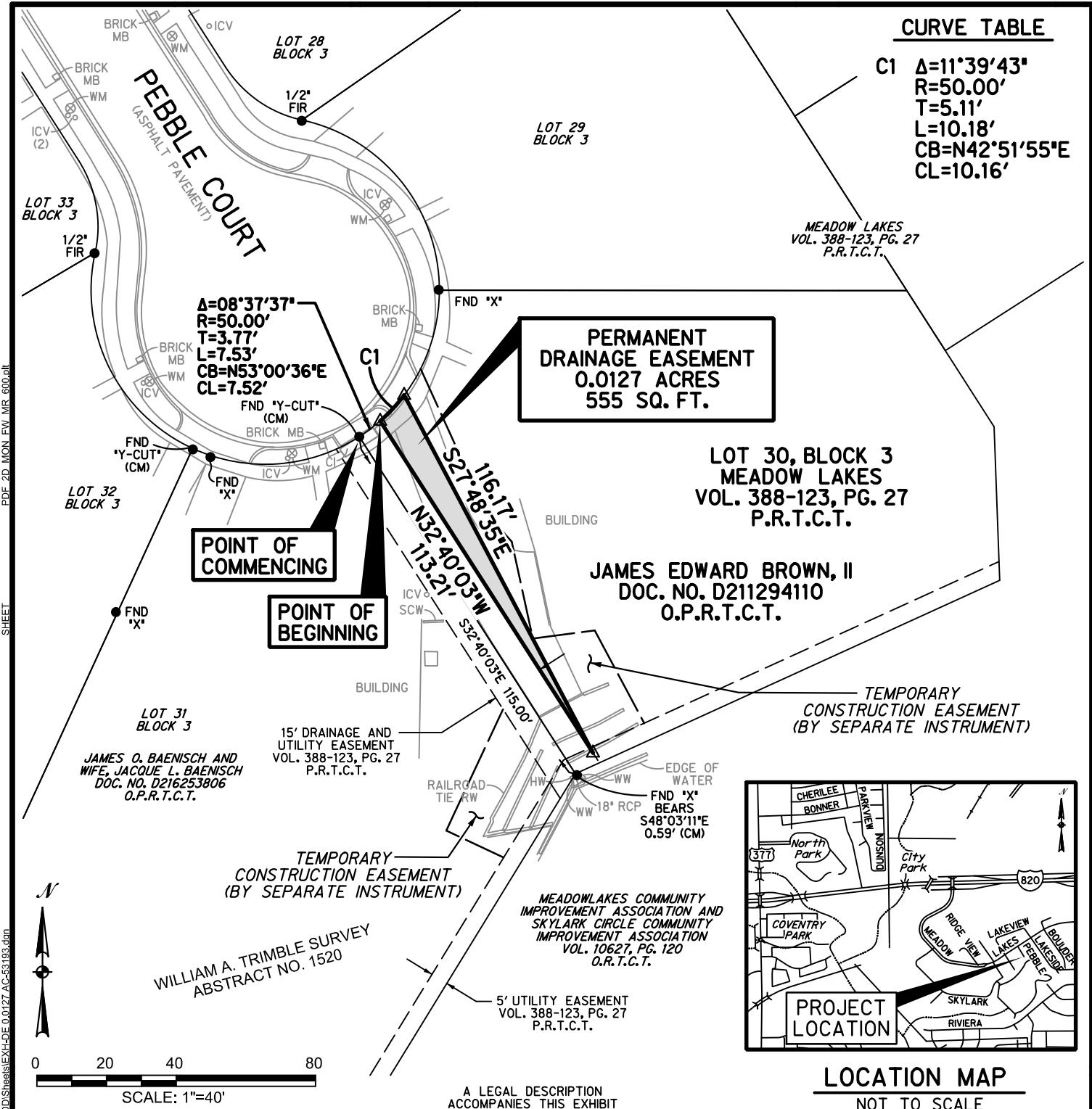
THENCE Northeasterly, along said cul-de-sac right of way, the northwest line of said Lot 30 and said circular curve to the left, through a central angle of 08 degrees 37 minutes 37 seconds, an arc length of 7.53 feet for **POINT OF BEGINNING**, said point being on the east line of a 15-foot Drainage and Utility easement dedicated by said Volume 388-172, Page 27, P.R.T.C.T., said point also being the point of curvature of a circular curve to the left, having a radius of 50.00 feet whose chord bears North 42 degrees 51 minutes 55 seconds East, a distance of 10.16 feet;

THENCE Northeasterly, continuing along said cul-de-sac right of way, said northwest line of Lot 30 and said circular curve to the left, through a central angle of 11 degrees 39 minutes 43 seconds, an arc length of 10.18 feet to a point for corner;

THENCE South 27 degrees 48 minutes 35 seconds East, departing said right of way and said northwest line of Lot 30, over and across said Lot 30, a distance of 116.17 feet to a point for corner being on said east line of the 15 foot Drainage and Utility easement;

THENCE North 32 degrees 40 minutes 03 seconds West, along the said east line of the 15-foot Drainage and Utility Easement, a distance of 113.21 feet to the **POINT OF BEGINNING AND CONTAINING** 555 square feet or 0.0127acres of land, more or less.

A plat accompanies this legal description.



**EXHIBIT "A"**

0.0127 ACRES  
PERMANENT

LOCATED IN

LOT 30, BLOCK 3  
MEADOW LAKES

## CITY OF NORTH RICHLAND HILLS, TARRANT COUNTY TEXAS

Basis of Bearing is the Texas Coordinate System, North Central Zone (4202), NAD 83 Datum as measured using the Leica Smartnet VRS system on 06/01/2020 with ties to the City of North Richland Hills Monuments 33, 35, 36 and 38 and city benchmarks 402, 404 and 429. Unit of measurement is U.S. Survey Feet.

## LEGEND

FOUND IRON ROD

POINT FOR CORNER

**CONTROL MONUMENT**

PROPOSED EASEMENT LINE

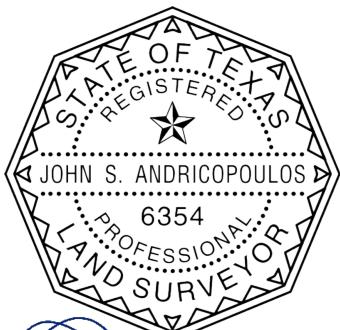
**EXISTING EASEMENT LINE**

**EXISTING LOT LINE**

DEED RECORDS TARRANT  
COUNTY TEXAS

OFFICIAL PUBLIC RECORDS  
TARRANT COUNTY TEXAS

OFFICIAL RECORDS  
POLICE DEPARTMENT



I, John S. Andriopoulos, Registered Professional Land Surveyor do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

**EXHIBIT B**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

BEING a tract of land in the William A. Trimble Survey, Abstract No. 1520 in the City of North Richland Hills, Tarrant County, Texas, being a part of that tract of land described in Special Gift Warranty Deed to James Edward Brown, II, as recorded in County Clerk's Document No. D211294110 in the Official Public Records of Tarrant County, Texas (O.P.R.T.C.T.), being a part of Lot 30, Block 3 of Meadow Lakes, an addition to the City of North Richland Hills, Tarrant County, Texas, as recorded in Volume 388-123 Page 27 of the Plat Records Tarrant County (P.R.T.C.T.), and being more particularly described as follows:

**COMMENCING** at a found Y-cut for the northwest corner of Lot 30 and the northeast corner of Lot 31, Block 3 of said Meadow Lakes and being on the right of way of Pebble Court cul-de-sac, said point also being on a curve to the left, having a radius of 50.00 feet whose chord bears North 47 degrees 10 minutes 44 seconds East, a distance of 17.61 feet;

THENCE Northeasterly, along said cul-de-sac right of way, the northwest line of said Lot 30 and said circular curve to the left, through a central angle of 20 degrees 17 minutes 21 seconds, an arc length of 17.71 feet for **POINT OF BEGINNING**, said point being the point of curvature of a circular curve to the left, having a radius of 50.00 feet whose chord bears North 31 degrees 56 minutes 28 seconds East, a distance of 8.88 feet;

THENCE Northeasterly, continuing along said cul-de-sac right of way, said northwest line of Lot 30 and said circular curve to the left, through a central angle of 10 degrees 11 minutes 12 seconds, an arc length of 8.89 feet to a point for corner;

THENCE South 24 degrees 27 minutes 15 seconds East, departing said cul-de-sac right of way, a distance of 45.60 feet to a point for corner;

THENCE South 41 degrees 50 minutes 59 seconds East, a distance of 10.96 feet to a point for corner;

THENCE South 12 degrees 15 minutes 38 seconds East, a distance of 28.46 feet to a point for corner;

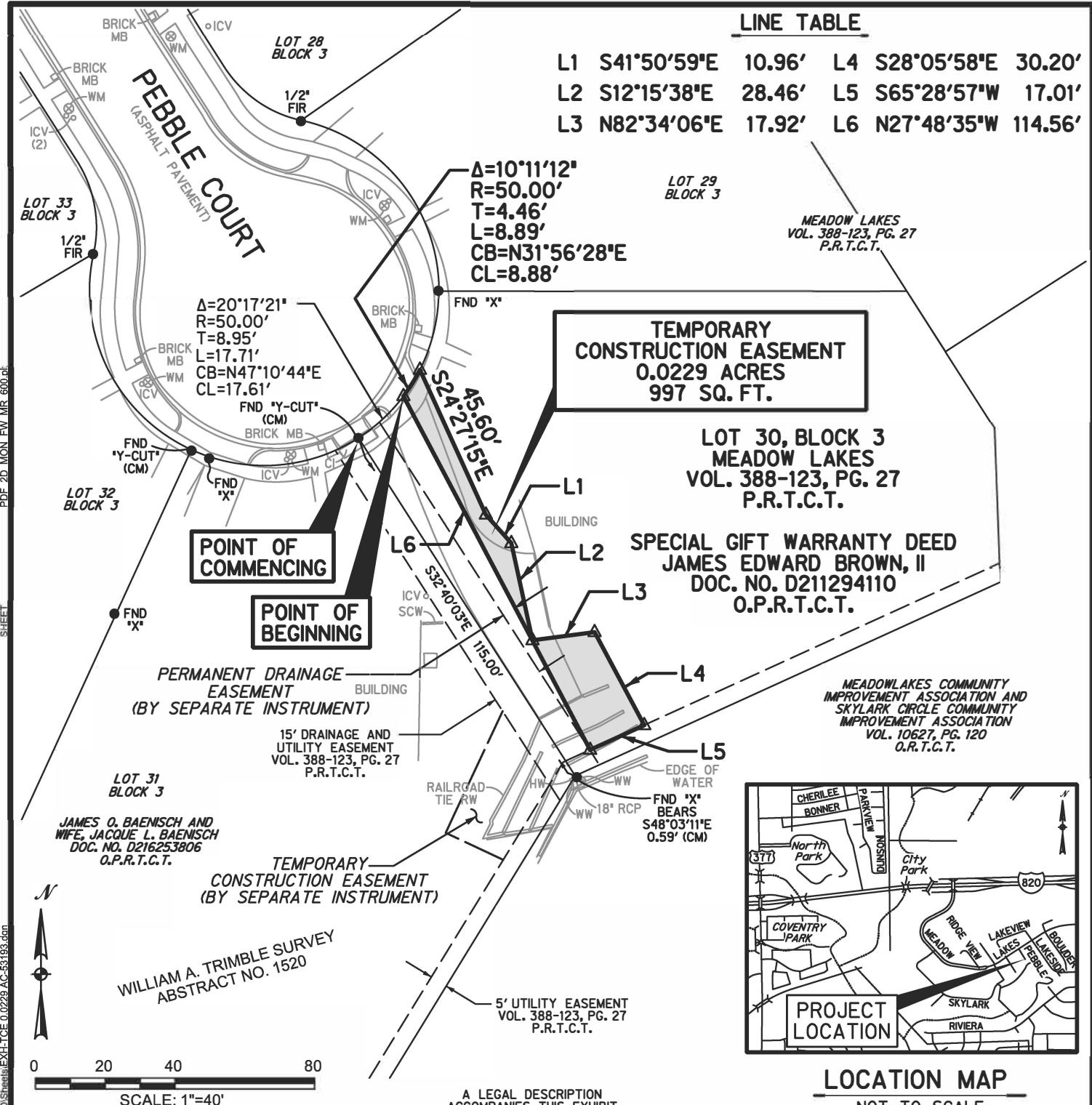
THENCE North 82 degrees 34 minutes 06 seconds East, a distance of 17.92 feet to a point for corner;

THENCE South 28 degrees 05 minutes 58 seconds East, a distance of 30.20 feet to a point for corner on the north line of a 5-foot Utility Easement as dedicated by said Volume 388-123, Page 27 P.R.T.C.T.;

THENCE South 65 degrees 28 minutes 57 seconds West, along the north line of said 5-foot Utility Easement, a distance of 17.01 feet to a point for corner;

THENCE North 27 degrees 48 minutes 35 seconds West, departing the north line of said 5-foot Utility Easement, a distance of 114.56 feet to the **POINT OF BEGINNING AND CONTAINING** 997 square feet or 0.0229 acres of land, more or less.

A plat accompanies this legal description.



A LEGAL DESCRIPTION  
ACCOMPANIES THIS EXHIBIT

**EXHIBIT "B"**

0.0229 ACRES  
TEMPORARY  
CONSTRUCTION EASEMENT  
LOCATED IN  
LOT 30, BLOCK 3  
MEADOW LAKES

CITY OF NORTH RICHLAND HILLS, TARRANT COUNTY TEXAS

Basis of Bearing is the Texas Coordinate System, North Central Zone (4202), NAD 83 Datum as measured using the Leica Smartnet VRS system on 06/01/2020 with ties to the City of North Richland Hills Monuments 33, 35, 36 and 38 and city benchmarks 402, 404 and 429. Unit of measurement is U.S. Survey Feet.

## LEGEND

FIR	●	FOUND IRON ROD
	△	POINT FOR CORNER
(CM)		CONTROL MONUMENT
— — —		
PROPOSED EASEMENT LINE		
— — —		
EXISTING EASEMENT LINE		
— — —		
EXISTING LOT LINE		
P.R.T.C.T. PLAT RECORDS TARRANT COUNTY TEXAS		
O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TARRANT COUNTY TEXAS		
O.R.T.C.T. OFFICIAL RECORDS TARRANT COUNTY TEXAS		



I, John S. Andritsopoulos, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

John S. Andriopoulos  
Registered Professional Land Surveyor  
State of Texas No. 6354



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager    **DATE:** January 12, 2026  
**SUBJECT:** Consider appointment of an Ad-Hoc Council Committee to draft an ethics policy and ordinance for future City Council review.  
**PRESENTER:** Alicia Richardson, City Secretary/Chief Governance Officer

### **SUMMARY:**

The City Council will consider establishing an ad-hoc committee composed of Council members for the purpose of drafting an ethics policy and corresponding ordinance. The committee will review best practices and prepare recommendations for future City Council consideration and approval.

### **GENERAL DESCRIPTION:**

The City Council has expressed interest in establishing a formal ethics policy and ordinance to ensure clear standards of conduct, legal compliance, complaint handling, and enforcement for elected officials. At the December 12, 2025, work session, staff provided examples of ethics ordinances from other municipalities for City Council's review, discussion, and feedback. This effort supports the City's commitment to transparency, accountability, and maintaining public trust in local governance.

At the meeting, Mayor McCarty recommended that Council members Cecille Delaney, Danny Roberts, and Russ Mitchell serve on an ad-hoc council committee to collaborate on drafting a policy tailored to the City's needs, incorporating best practices and input from administration and legal. The ad-hoc council committee will automatically be abolished upon their recommendation to the City Council.

In accordance with Article III, Section 2-120(a), City of North Richland Hills Code of Ordinances, the mayor, with majority approval of the City Council, shall appoint members of City Council Committees. Said committees shall cease to exist upon accomplishment of its specific purpose or abolishment by a majority vote of the City Council.

### **RECOMMENDATION:**

To appoint Council members Cecille Delaney, Danny Roberts, and Russ Mitchell to serve on an Ad-Hoc Council Committee to draft an ethics policy and ordinance for future City Council review.



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager    **DATE:** January 12, 2026  
**SUBJECT:** Announcements  
**PRESENTER:**

### **GENERAL DESCRIPTION:**

#### **Announcements:**

City Hall and other non-emergency city offices will be closed next Monday, January 19 for the Martin Luther King, Jr. holiday. The Library and Senior Center will also be closed. The NRH Centre and Iron Horse Golf Course will be open. Garbage and recycling are not impacted and will be collected on your usual days.

A runoff election to fill the vacancy in Texas Senate District 9 will be held on January 31, with early voting taking place January 21 through 27. You can vote early at NRH City Hall or the Northeast Tarrant Courthouse. Visit the Tarrant County Elections website for additional information.

#### **Kudos Korner:**

Every Council Meeting, we spotlight our employees for the great things they do. Tonight, we'd like to recognize **Nichole McInnis, Suzy Tucker, Jennifer Owen and Laura Hayes at the Grand Hall** for their exceptional work during a recent annual conference. The organizers praised the Grand Hall team for their attention to detail, smooth execution, and warm hospitality. They added that it "feels like home when we are there" and they plan to return next year. Thank you for making the Grand Hall a venue that people love and recommend!