



## COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between SOUTHERN EMERGENCY & RESCUE VEHICLE SALES ("**Vendor**") and the **City of Burleson**, ("**Customer**" or "**Authorized Customer**"), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the BUYBOARD Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** 745-24, as amended, (the "**Agreement**") with an expiration date of 09/30/2027.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

**TWO (2) NEW 2024 FORD F550 HORTON TYPE 1 AMBULANCES PER ATTACHMENT A.**

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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 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 are in the amount of EIGHT HUNDRED THIRTY-TWO THOUSAND, SIX HUNDRED FIFTY-NINE AND 93/100 DOLLARS (\$832,659.93) ("**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, unless acknowledged in writing by both parties, 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. 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 one (1) year(s) expiring on \_\_\_\_\_.  
This Customer Agreement may be renewed for two one- year renewals . 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. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

**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.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

**Standard Addendum with the City of Burleson, Texas** - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request 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 the 6TH day of JANUARY 2025 .

CITY OF BURLESON

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

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

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

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

VENDOR: SOUTHERN EMERGENCY & RESCUE VEHICLE SALES

By: Troy Miceli  
EF567E026362443...

Name: Troy Miceli

Title: Senior Vice President

12/18/2024

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

**Southern Emergency & Rescue Vehicle Sales**

309 FM 3381  
Comanche, Texas 76442

Main: (800) 561-6070 Direct: (325) 356-2233



**Sales Agreement**

Customer:	<b>CITY OF BURLESON FIRE DEPT</b>	Date:	<b>10/9/2024</b>
Contact:	<b>ASST. CHIEF CASEY DAVIS</b>	Sales Rep:	<b>DAVE TAYLOR</b>
Address:	<b>828 SW ALSBURY BLVD</b>		
City/State/ZIP:	<b>BURLESON, TX 76028</b>		
Email:			
Phone:			

YEAR	MAKE	MODEL	MFR	TYPE	VIN	BUILD #	QTY	PRICE	EXTENSION
2024	FORD	F550	HORTON	I	TBD	21374 21375	2	\$415,929.65	\$831,859.30

ADDITIONAL INFORMATION	EXTRAS/OPTIONS	PRICE	QTY	EXTENSION
Damage:	Buy Board - Contract #745-24	\$800.00		\$800.00
Warranty:				
Licensing:				
Tax Status:				
GPC/FIN:				
County:				

Other: **TOTAL EXTRAS: \$0.00**

TRADE-IN	TAXES & FEES		
Year:	Sales Tax:	TOTAL INCL EXTRAS:	\$831,859.30
Make & Model:	State Fees:		\$800.00
VIN:	Title/License Fee:	TOTAL DELIVERY, TAXES & FEES:	
	Delivery:	GRAND TOTAL:	\$832,689.93
TRADE ALLOWANCE:	TOTAL TAXES & FEES: \$0.00	**PRE-PAYMENT**	\$0.00
		AMOUNT DUE	\$832,659.93

**NOTICE TO BUYER**

This contract is subject to additional provisions set forth, which is incorporated here by inference, and which terms include a complete disclaimer of all warranties other than stated by Manufacturer. The purchaser agrees that this order includes all the terms and conditions of this order and that this order cancels and supersedes any prior agreement as of the date hereof comprising the complete exclusive statement of the terms of the agreement; relating to the subject matters covered hereby, and that this order shall NOT BECOME BINDING until accepted by the Dealer principal or his/her authorized representative. Purchaser by his/her execution of this order acknowledges that he/she has read the terms and conditions and has received a copy of the Buyer's Order. Payment is due for all ambulances at final inspection (at factory) or prior to release for delivery from factory.

IF THE PURCHASED VEHICLE(S) SOLD TO PURCHASER BY DEALER UNDER THE ORDER IS SOLD AS A USED OR PRE-OWNED VEHICLE, THE VEHICLE IS SOLD "AS IS" AND "WITH ALL FAULTS". DEALER MAKES NO GUARANTEE OR WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PURCHASED VEHICLE(S), EXPRESSED OR IMPLIED, (INCLUDING NO WARRANTY THAT THE ODOMETER READING ON THE PURCHASED VEHICLE(S) REPRESENTS THE ACTUAL MILEAGE TRAVELED) OR ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY NATURE WHATSOEVER. PURCHASER AGREES TO USE THE PURCHASED VEHICLE(S) AND/OR CHASSIS AT PURCHASER'S OWN RISK AND HEREBY RELEASES SELLER, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OR/AND NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY LAW.


**TITLE INFORMATION**

Name & address on title should read: \_\_\_\_\_  
 Physical address of vehicle (for 130-U): \_\_\_\_\_  
 Lien holder name & address (if any): \_\_\_\_\_  
 Date of Sale required by Lien holder: \_\_\_\_\_

**AUTHORIZED SIGNATURES**

Company: CITY OF BURLESON FIRE DEPARTMENT

Purchase By: \_\_\_\_\_  
 Name (Printed) \_\_\_\_\_ (Title) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Dealer: Southern Emergency Rescue & Vehicle Sales (SERVS)  
  
 Sales Rep David A. Taylor Territory Manager - North Texas Date 5/21/2024

**THANK YOU FOR YOUR BUSINESS! WE APPRECIATE THE OPPORTUNITY TO BE OF SERVICE TO YOU ! The SERVS Team**