



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between MOTOROLA SOLUTIONS, INC. ("**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 DIR Cooperative Purchasing ("Cooperative Entity") and Vendor, **Contract No.** DIR-CPO-5433, as amended, (the "Agreement") with an expiration date of 12/05/2029.

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

ASTRO SYSTEM AND RELATED SERVICES AS OUTLINED IN ATTACHMENT A.

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 THREE HUNDRED TWENTY-SEVEN THOUSAND, FIVE HUNDRED SEVENTY-TWO AND 39/100 DOLLARS (\$327,572.39) ("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 1st and shall expire on September 30th 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 five (5) year(s) expiring on 09/30/2030.

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 15TH day of SEPTEMBER 2025.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR: MOTOROLA SOLUTIONS, INC.

By:  _____
F1BEB996FA4A46E...

Name: Paul Newman

Title: Regional Service Manager

Date: 9/8/2025



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2783363
Contract Number: USC000015694
Contract Modifier: R02-JUN-24 07:12:08

SERVICE AGREEMENT

Date:

Company Name: BURLESON, CITY OF

Attn:

Billing Address: 1161 SW WILSHIRE
ATTN POLICE DEPARTMENT

City, State, Zip: BURLESON , TX, 76028

Customer Contact: JAMES GROMMERSCH

Phone: 817-426-9672

Required P.O. :

PO # :

Customer # :1000720814

Bill to Tag # :

Contract Start Date :01-Oct-2025

Contract End Date :30-Sep-2030

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	LSV01S00836A	RSUS WITH REBOOT	\$8,958.62
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	LSV01S01108A	ASTRO SYSTEM ADVANCED PACKAGE	\$198,003.77
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$0.00
	MSV01S02104A	ASTRO 25 ACS CENTRALIZED SERVICES	\$1,818.20
	MSV01S02786A	ACS MANAGED SERVICES	\$96,805.75
	MSV01S02105A	ASTRO 25 CONNECTIVITY ACCESS CHARGE - INTRASTATE	\$21,986.05
		Subtotal - Recurring Services	\$27,297.70
		Subtotal - One-Time Event Services	\$0.00
		Total	\$327,572.39
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

Contract as per DIR-CPO-5433

Motorola Solutions, Inc. Disclaimers

• Data Location • Disclaimer: Data for the State of Texas Customer may be exported by Provider if (1) access is needed for internal business purposes such as processing orders or invoices to Poland, or (2) access to Customer Data is necessary to enable third tier development support personnel located outside of the United States to perform fixes or other remedial services associated with the products and services purchased hereunder.

• Product Accessibility • Disclaimer: Motorola provides products geared towards law enforcement professionals in their day-to-day operations and as such, our mobile video products are provided to work in and be supported in that environment. This Agreement encompasses a large variety of products, and as such accessibility for mobile video products may vary based on its environment and function, as such the accessibility requirements in this section shall not apply to Mobile Video Products. To the extent that accessibility standards could be applicable and/or commercially feasible for the applicable products and



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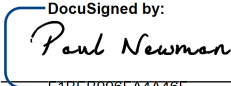
Quote Number : QUOTE-2783363
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their environment, the DIR agencies may request that Motorola either provide the most recent VPAT assessment (if available) or respond to an accessibility information request within a reasonable timeframe.

- Limitation of Liability • Disclaimer: The liability for damages in any claim or cause of action arising under or related to the Purchase Order contemplated herein shall not exceed two times (2x) the total value of the Purchase Order. Such value includes all the amounts paid and amounts to be paid over the life of the Purchase Order to Motorola by Customer as described in the Purchase Order.
- License Agreement Term and Termination • Disclaimer: Licensee's right to use the Software and Documentation will begin when a signed purchase order is issued and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee. Disclaimer: Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement governed by DIR Contract DIR-CPO-5433.

"PO is subject to Service Agreement USC000015694 and the terms and conditions of Texas DIR-CPO-5433."

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
<div><div>DocuSigned by:</div><div></div><div>F1BEB996FA4A46E...</div></div>	Regional Services Manager	8/14/2025
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
PAUL NEWMAN	(307-256-0344	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name : BURLESON, CITY OF
Contract Number : USC000015694



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ACS 2025-2026 - \$24,122
2026-2027 - \$24,122
2027-2028 - \$24,122
2028-2029 - \$24,122
2029-2030 - \$24,122

Process Name	Year - 1 01-OCT-2025 to 30-SEP-2026	Year - 2 01-OCT-2026 to 30-SEP-2027	Year - 3 01-OCT-2027 to 30-SEP-2028	Year - 4 01-OCT-2028 to 30-SEP-2029	Year - 5 01-OCT-2029 to 30-SEP-2030	Process Total
MSI Dispatch	438.12	455.84	473.87	492.83	512.54	2373.0
MSI Network Monitoring	1519.32	1580.09	1643.3	1709.03	1777.39	8329.13
MSI Onsite Sys Support-Std	9231.36	9500.61	9984.63	10384.02	10799.38	50000.0
MSI Preventive Maintenance1	2141.28	2228.93	2316.01	2408.65	2504.99	11597.86
MSI Remote SUS Mgt	1985.4	2064.82	2147.41	2233.3	2322.64	10753.57
MSI Repair and Return	6682.0	7157.28	7443.57	7741.31	8050.97	37275.13
MSI Security Update Service	7279.2	7570.37	7873.18	8188.11	8515.63	38426.49
MSI System Tech Support	876.12	911.16	947.61	985.52	1024.94	4745.35
MSI Mgd Detection and Response	6203.47	6451.61	6709.67	6978.07	7257.18	33600.0
MSI System Monitoring ACS	0.6	0.62	0.65	0.67	0.7	3.24
MSI Onsite Reboot Services	1654.0	1720.17	1788.97	1860.53	1934.95	8958.62
MSI Remote SUS Reboot	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUKII - UO Design	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUKII - UO Field	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUKII - Impact Training	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUKII - Implement Training	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUKII - Field Eng	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUKII - Labor NonStd HW	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUKII - PM	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUKII - ST	0.0	0.0	0.0	0.0	0.0	0.0
MSI SVA	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUKII - Moto Hdw	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUKII - NonMoto Hdw	0.0	0.0	0.0	0.0	0.0	0.0
Year Total	38210.87	39739.3	41328.87	42982.04	44701.31	206962.39

Maintenance
25/26 - \$38,210.87
26/27 - \$39,739.30
27/28 - \$41,328.87
28/29 - \$42,982.04
29/30 - \$44,701.31