



## COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between M-PAK, 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 BUYBOARD Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** 698-23, as amended, (the "**Agreement**") with an expiration date of 03/31/2026.

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

**UNIFORMS AND DUTY GEAR AS DESCRIBED IN ATTACHMENT A ON AN AS-NEEDED BASIS.**

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 SEVENTY-TWO THOUSAND AND NO/100 DOLLARS (\$72,000.00) ("**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, 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 4TH day of NOVEMBER 2024 .

CITY OF BURLESON

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

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

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

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

VENDOR Signed by: \_\_\_\_\_ INC.

By: Anna Boulware  
CB9E8C9CE57B42B...

Name: Anna Boulware

Title: Vice President

Date: 10/22/2024

11255 Camp Bowie West Blvd  
 Aledo, TX 76008

Phone: 817-696-0004



**TACTICAL | PACKAGING | MEDICAL**

Date	Quote #
10/7/2024	2024-289-2

Name / Address
Burleson Police Department 1161 S.W. Wilshire burleson, Texas 76028 Sgt. Wes Routson wroutson@burlesontx.com

P.O. No.	Rep	Project
Updated pricing	CA	

U/M	Item	Description	Price	Qty	Total
EA	92R78Z 86 LARGE	Buy Board # 698-23 Power Stretch Command 100% Poly Men's Short S/S w/Zipper-LAPD Navy-L	51.96	1	51.96
EA	42W78Z 86 17.5 34/35	Extended pricing with larger sizes Power Stretch Command 100% Poly Men's LS Shirt w/Zipper (17.5 34/35)	49.56	1	49.56
EA	35W78Z 86 16.5 34/35	Extended pricing with larger sizes Command 100% Polyester Men's Long Sleeve Shirt w/Zipper	45.56	1	45.56
EA	85VS78 86 MEDIUM	Extended pricing with larger sizes 100% POLYESTER MEN'S SHIRTS - SHORT SLEEVE, LAPD NAVY-MEDIUM	35.96	1	35.96
EA	35VS78 86 MEDIUM REG	100% POLYESTER MEN'S SHIRTS - LONG SLEEVE	39.16	1	39.16
EA	71049-724-L	MEN'S PERFORMANCE SHORT SLEEVE POLO - DARK NAVY	38.40	1	38.40
EA	72049-724-L	MEN'S PERFORMANCE LONG SLEEVE POLO - DARK NAVY	41.60	1	41.60
PR	ALT-999900026	Add Set of Patches	6.00	1	6.00
EA	37100 86 34 REG	Per shirt Command 100% Poly Men's Pants w/Freedom Flex Waistband Plus T21 Zipper Internal Cargo Pocket w/Garage, LAPD Navy-34 REG	57.56	1	57.56
EA	TR070 86 34 REG	Extended pricing with larger sizes TR070 Command 100% Poly Men's Pants w/Freedom Flex Waistband, LAPD Navy- (34/R)	52.76	1	52.76
PR	ALT-999900035	Extended pricing with larger sizes Hemming of Pants	10.00	1	10.00
EA	70RX1-Navy-Large	Eclipse SX w/ Soft Shell Liner Jacket, Navy-Large	279.65	1	279.65
EA	71500 86 MEDIUM	HI-VIS YELLOW PRO SERIES SAFETY VEST W/3M™ & PLAIN WRAP BAND	43.96	1	43.96
EA	586MFL-M-REG	40" Reversible Rain Coat-M/R	88.10	1	88.10

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EA	NE1020-Deep Navy-S/M	New Era Stretch Mesh Cap, Deep Navy, S/M	11.58	1	11.58
EA	J2-Silver (In House)	J2 Silver Metal Name Tag 3 x 5/8	13.50	1	13.50
EA	12391-019-12.5R	MENS 8" A.T.A.C 2.0 Size 12.5	120.00	1	120.00
EA	150005-019-L	MENS MID WT. PADDED GLOVE-019:BLACK L	31.99	1	31.99
EA	52633	ASP 52633 Rotating Sidebreak Basketweave Baton Holder, 26"	54.40	1	54.40
EA	52611	ASP Friction-Loc 26" Black Chromo, Foam Grip Baton	141.60	1	141.60
EA	PR-4710	700CN Chain Handcuff Nickel	29.99	1	29.99
EA	C-A-T Tourniquet Gen 7 (NA...	C-A-T Tourniquet Gen 7, Black, North American Rescue 30-0001 NSN: 6515-01-521-7976	31.59	1	31.59
PR	P2515- Silver	P.D. 1/2" Silver Collar Brass	5.99	1	5.99
EA	7906-22091	Bianchi 7906 AccuMold Elite 1" 4 Pack, Hidden Snap Basketweave, Belt Keepers, fits 2 1/4" belts	14.99	1	14.99
EA	Stinger-75713	Streamlight Stringer LED w/110V & DC Charger	140.00	1	140.00
EA	75903	Streamlight Red Safety Wand for Stinger Flashlights	6.99	1	6.99
EA	7980-23704	Bianchi #7980 Duty Belt Basket Weave, Black, Medium 34-40	51.99	1	51.99
EA	7205-17707	Bianchi 7205-17707 Liner Belt 1.5", Size Medium (34" to 40")	26.99	1	26.99
EA	HL6ABDBV0M	1 - Hi-Lite Carrier w/ AXBIIIA Ballistics.	1,251.00	1	1,251.00
EA	GDCM00BV0J	Guardian Gen-3, Uniform Pocket, MOLLE	267.00	1	267.00
EA	PLT011ECRN	Male Speed Plate, 5x7 Multi-Curve Full Size	103.80	1	103.80
EA	PCHHC0AC0J	Velcro flap 2 Stacked Handcuff Pouch Tuck Strap	16.80	1	16.80
EA	E10-3021B-BSK	RIGID TQ Case For CAT Gen 7, Black Basketweave, Belt Mount	35.90	1	35.90
EA	EMB-999900085	Name Tape 1- Line	10.50	1	10.50
EA	ALT-999900025	Add One Provided Patch (Shoulder or Chest)	3.00	1	3.00
EA	HT-999900044	POLICE in Silver Reflective Heat Transfer Lettering, 10 13/16 X 3 13/16	19.95	1	19.95
EA	HT-999900045	POLICE Silver Reflective Vest Size	11.25	1	11.25
EA	EMB-999900044	Direct Embroidery 2-Lines Ex. NAME/RANK	12.50	1	12.50
EA	6360-832-481	6360 GLOCK 17/22 X300U STX BSK BLK RH	189.99	1	189.99

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U/M	Item	Description	Price	Qty	Total
EA	UWPT-001-018	Wolfmark UWPT-001-018 Tie, Clip On Black 18"	4.99	1	4.99
EA	09NM2A2	Bayly Military/Police/Fire Hat, Midnight Navy, Black Mesh, 2" Black Visor, Silver P Buttons, Silver Snake	94.50	1	94.50
EA	74434-724-34X30	Size Needed: APEX PANTS-DARK NAVY	72.00	1	72.00
EA	74407-750-32/S	MEN'S MOTORCYCLE BREECHES - MIDNIGHT NAVY	112.00	1	112.00
EA	45502-724-32X34	BIKE PATROL PANT-DARK NAVY	88.00	1	88.00
EA	K5213-Roy/Navy-S	Elbeco UFX Ultra-Lite Short Sleeve Sleeve Polo, Royal Blue/Navy, Small	42.68	1	42.68
EA	180AP-19-4203 (black)	180 DELTA® SNAPBACK WITH PERFORATION	16.95	1	16.95
EA	Z9-5026-BLK-MLK	***Potential new hat*** Zero 9-Radio Case, Molle LOK, BLACK, Motorola APX 6000/8000	47.25	1	47.25
EA	59012ABR-019-1 SZ	PATROL READY BAG	57.60	1	57.60