

COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement** ("**Customer Agreement**") is entered into by and between CIVICPLUS ("**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 TIPS Cooperative Purchasing Entity ("**Cooperative Entity**") and Vendor, **Contract No.** #220105, as amended, (the "**Agreement**") with an expiration date of 05/31/2027.

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

- a. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- b. 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.
- c. The attached Vendor Quote/Purchase Order, if applicable;
- d. The Standard Addendum with the City of Burleson, if applicable Authorized Customer is eligible and desires to purchase:

See ClickFix 311 CRM and associated integrations, modules, components, etc. as outlined in Exhibit 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.

1. Statutory Title VI Clauses. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "**Contractor**") agrees as follows:
 - a. **compliance with Regulations:** The Contractor (hereinafter includes Contractors) will comply with the Acts and the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the FHWA, as they may be amended from time to

- time, which are herein incorporated by reference and made a part of this contract.
- b. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
 - e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding payments to the Contractor under the contract until the Contractor complies, and/or
 - ii. cancelling, terminating, or suspending a contract, in whole or in part.
 - f. Incorporation of Provisions:
 - i. The Contractor will include the provisions of §6.28(a)-6.28(e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
 - ii. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:
 - g. Pertinent Non-Discrimination Authorities:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - ii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - iii. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
 - iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits

- discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964,
 - viii. The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
 - ix. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
 - x. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - xi. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Purchase Price - Payments under this Customer Agreement are in the amount of One Hundred Sixty Thousand Two Hundred Eighty and 83/100 Dollars (\$160,280.83)
 ("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 one (5) year(s) expiring on 10/14/2030. 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. Notwithstanding the foregoing, the City may terminate this Agreement at any time, for any reason, with or without cause, upon (30) days' written notice to Vendor. In the event of such termination for convenience, the City shall be liable only for payment of goods delivered and services properly performed through the effective date of termination. 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.

(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 the date of execution.

CITY OF BURLESON

CIVICPLUS

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**City of Burleson
Standard Addendum**

The City of Burleson, Texas (“City”) and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the “Vendor’s Contract Form”).

This Addendum (“Addendum”), is incorporated into the Vendor’s Contract Form and made an integral part thereof. This Addendum and the Vendor’s Contract Form shall be referenced to hereafter collectively as the “Agreement”.

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

1. Limitation of Vendor’s Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that **any portion** of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City, **and any remaining portion of that provision will continue in effect:**
 - a. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - b. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - c. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - d. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - e. Releasing the Vendor or any other entity or person from its legal liability **for** conduct **that City is prohibited from waiving under** applicable law.
 - f. Requiring any payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - g. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - h. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
 - i. Obligating City to pay costs of collection or attorneys’ fees.
 - j. Requiring City to provide warranties.
 - k. Obligating City to indemnify, defend or hold harmless any party.
 - l. Granting a security interest in City’s property or placing a lien on City’s property.

EXHIBIT A



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-110416-1
 10/24/2025 4:21 PM
 3/6/2026

Client:
 City of Burluson, TX

Bill To:
 BURLESON CITY, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Amanda Parr	7853231544	amanda.parr@civicplus.com		Net 30

311 CRM SeeClickFix

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	12 Month Value
1.00	SeeClickFix 311 CRM Request	Unlimited gov user licenses for service request and constituent management tool to intake resident submission. Assign requests internally, resolve issues and measure request performance.	21.3746	USD 20,500.00
1.00	SeeClickFix 311 CRM Marketplace App	Branded marketplace mobile app to expand SeeClickFix 311 CRM Request or Pro modules. Requires customer to stay up to date with Google and Apple requirements.	16.6667	USD 5,000.00
1.00	SeeClickFix 311 CRM Connector for OpenGov Asset Management	SeeClickFix 311 CRM hosted integration with OpenGov Asset Management (Cartegraph OMS). Requires access to Cartegraph API.	5.0000	USD 4,750.00
1.00	SeeClickFix 311 CRM Organization API	License for access to the private SeeClickFix 311 CRM Organizational API. This does not include custom development or consultation services.	100.0000	USD 0.00
1.00	SeeClickFix 311 CRM Connector for CentralSquare Community Development	SeeClickFix 311 CRM hosted integration with CentralSquare Community Development (TRAKiT) CRM module. Requires iTRAKiT API.	5.0000	USD 4,750.00

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	12 Month Value
1.00	SeeClickFix 311 CRM Connector for ArcGIS (1-way)	One-way integration to a Feature Service within ArcGIS to display your SeeClickFix 311 CRM service request data in internal reports, public maps and Open Data Portals	100.0000	USD 0.00
1.00	Request Import	Import of up to 25,000 requests, includes one batch import to resolve errors, a second import on test environment, and a final import in production. Data must adhere to SCF specifications. Additional batch imports after these 3 will incur additional cost.	100.0000	USD 0.00

Initial Term		3/16/2026 - 10/14/2030, Renewal Term 10/15 each calendar year	
Initial Term Invoice Schedule		Year One Annual Total invoiced on 3/16/2026. Year Two Annual Total invoiced on 10/15/2026. Year Three Annual total invoiced on 10/15/2027. Year Four Annual total invoiced on 10/15/2028. Year Five Annual total invoiced on 10/15/2029.	
	Annual Subscription	One Time Fees	Annual Total
Year One	USD 20,280.83	USD 0.00	USD 20,280.83
Year Two	USD 35,000.00		USD 35,000.00
Year Three	USD 35,000.00		USD 35,000.00
Year Four	USD 35,000.00		USD 35,000.00
Year Five	USD 35,000.00		USD 35,000.00
Subtotal			USD 160,280.83
Annual Recurring Services Starting Year 6			USD 36,750.00
Renewal Procedure		Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date	
Annual Uplift		5% to be applied in year 6	

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), and the Interlocal Purchasing System Contract #220105 ("TIPS Contract #220105"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-110416-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Organization Legal Name: _____

Billing Contact: _____

Title: _____

Billing Phone Number: _____

Billing Email: _____

Billing Address: _____

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)
