



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between DataProse, LLC ("**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 CITY OF PLANO Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No. RFP NO. 2024-0440-AC**, as amended, (the "**Agreement**") with an expiration date of 02/02/2032.

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

ATTACHMENT A (Pricing Sheet)

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 Two hundred fifty-nine thousand, five hundred dollars and 00/100 ("**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 (1) year(s) expiring on 09/30/2025. 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 _____ day of _____ 20____.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR DataProse, LLC

Signed by:
By: Curtis Nelson

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Name: Curtis Nelson

Title: Sr. VP, Operations

Date: 11/13/2024

ATTACHMENT A



AMENDMENT TO PRODUCTION AGREEMENT

This Amendment to the Production Agreement ("Amendment") amends the Production Agreement ("Agreement") made between Matrix Imaging Solutions, LLC, a Texas limited liability company ("Matrix Imaging Solutions") and the City of Burleson ("Client"). The purpose of this Amendment is to amend the terms and conditions agreed to in this prior Agreement. The effective date of this Amendment is the date last signed below ("Effective Date"). In consideration of the mutual promises and benefits contained herein, the parties hereby agree as follows:

PURPOSE OF AMENDMENT. This Amendment shall become effective as of the Effective Date and makes the following changes to the prior Agreement.

- Replaces Schedule 1.0 from the Agreement with Schedule 1.1 (below), based on the City of Plano Cooperative Terms.
- Replaces Article 3 of the Agreement with Article 3.1 (below) which amends the term of the Agreement.
- Replaces Article 15 of the Agreement with Article 15.1 (below) which amends the client notice of the Agreement.
- Adds Article 19 which incorporates the City of Plano Cooperative Terms.

Matrix Imaging Solutions and Client agree that this Amendment is hereby incorporated by reference into the Agreement. The Agreement and this Amendment set forth the entire understanding between the Parties with respect to the Licensed Software/Services, as defined below.

Schedule 1.1 – Fees for Goods & Services

ServiceBill (Package Includes: data processing & duplex, Full Color Imaging, 8.5x11, 24# white paper perforated at 3.5" from bottom, #10 window env., #9 single window reply env., folding, inserting, presorting and delivery to USPS)

| | \$0.11 | Per Bill |
|--|----------|------------------------|
| Optional Services | | |
| Search & ViewBill (Archive Package Includes: data processing, archive creation, search, access & hosting of archive files for twelve (12) months from creation date) | \$0.00 | Per Bill |
| Search and ViewBill API | \$75.00 | Per Month |
| NCOALink – Automated address update service | \$0.20 | Per Address Correction |
| Additional Impressions | \$0.035 | Per Impression |
| Bill Suppression (data processing only – Group Y & Z) | \$0.05 | Per Bill |
| Oversized Surcharge (8-99 page bills – Group C) | \$0.35 | Per Bill |
| Oversized Surcharge (100+ page bills – Group D & E) | \$4.00 | Per Bill |
| Additional Inserts – up to three (3) total | \$0.00 | Per Insert |
| Offline Folding | \$0.01 | Per Piece |
| Technical Services (including additional set-up beyond standard, formatting or custom reports, conditional logic & insert/forms composition) | \$125.00 | Per Hour |
| Freight, Courier & Air Delivery | Cost | Per Request |
| Postage (1 oz.) | \$0.545 | Per Bill |

ARTICLE 3.1 TERM. The term of this Amendment shall commence as of the Effective Date, and shall continue for a period of not less than three (3) years, ending on the third anniversary of the Effective Date, unless terminated earlier in accordance with provisions found elsewhere in the Agreement. The Amendment shall renew itself for successive one (1) year terms unless written notice of cancellation is received by one party from the other at the end of the initial term or at the end of any succeeding one (1) year renewal term(s) by sending written notice of non-renewal to the other party no earlier than one hundred fifty (150), and no later than ninety (90), days before the expiration of the then current term.

ARTICLE 15.1 NOTICE. All notices must be in writing and if not personally delivered, be sent by facsimile, first class mail, nationally recognized overnight delivery service or by electronic mail. Mailed notices will be effective on the third day after mailing. Notice by personal delivery or delivery service will be effective when delivered. When sent by facsimile or electronic mail, notice will be effective on the day the transmission is received by the recipient provided that (a) a duplicate copy of the notice is promptly given by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Either party may change the address to which notices are to be sent by giving notice of such a change to the other party.

ARTICLE 19 COOPERATIVE PURCHASING. The pricing found in Schedule 1.1 – Fees for Goods and services is pursuant to the City of Plano Interlocal Agreement (RFP NO. 2021-0440-AC) and as permitted under the Texas Local Government Code, Chapter 791025, other government entities may participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Plano and vendor. If such participation is authorized, all purchase orders/agreements will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Plano shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this Agreement.

If to Matrix Imaging Solutions:

Matrix Imaging Solutions
1122 W. Bethel Road, Suite 100
Coppell, TX 75019
Attention: COO

If to Client:

City of Burleson
141 W Renfro Street
Burleson, TX 76028-4296
Attention:

IN WITNESS WHEREOF, The parties hereto have caused this Amendment to be executed and to be effective as of the Effective Date.

Matrix Imaging Solutions, LLC

City of Burleson

Signed By: Curtis Nelson
By: _____
Sr. SVP Operations

By: _____

Date: 11/13/2024

Title: _____ Date: _____