

**PURCHASE AGREEMENT**

THIS CONTRACT is made and entered into on \_\_\_\_\_, by and between ROSENBAUER MINNESOTA, LLC, a corporation, with a business address of 5181 260<sup>th</sup> Street, Wyoming, MN 55092, hereinafter called "CONTRACTOR," and CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

**W I T N E S S E T H:**

WHEREAS, the Parties desire to enter into a Contract for the purchase by CITY of ONE (1) 2015 EXT 100' TRACTOR DRAWN AERIAL fire vehicle (hereinafter, the "VEHICLE"), pursuant to the NJPA Cooperative Agreement, City Council Motion No. \_\_\_\_\_, approved on \_\_\_\_\_.

NOW THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

1. CONTRACTOR agrees:

- (a) To furnish VEHICLE to CITY in accordance with City Council Motion No. \_\_\_\_\_.
- (b) The term of this Agreement shall begin on \_\_\_\_\_, and shall continue until CONTRACTOR completes construction and delivery of VEHICLE to CITY. Warranty provision and price guarantee for parts will survive expiration and shall apply per Section 3 of this Agreement.
- (c) The VEHICLE shall be delivered by CONTRACTOR to CITY on or before 360 days from date of Purchase Order. In the event CONTRACTOR fails to make timely delivery of the VEHICLE within 360 days from date of Purchase Order, the sum of \$100.00 per day shall be deducted from the invoice price for each calendar day that delivery is late. Delivery of the VEHICLE is not complete unless and until the VEHICLE is operational and functioning when delivered as specified in this CONTRACT and other documents incorporated by reference, including but not limited to specification documents completed by CONTRACTOR and CITY; as well as the performance levels claimed by CONTRACTOR in its general informational and advertising mediums related to such VEHICLE.
- (d) All terms and conditions of this purchase are the same as those found in National Joint Powers Alliance (NJPA) Cooperative Contract #011714 and City of Stockton's Council Motion No. \_\_\_\_\_, which are hereby incorporated and made a part of this CONTRACT.

2. CONTRACTOR agrees to defend, indemnify and hold harmless the CITY against any and all liabilities, claims, demands, damages, or injuries to any person or property arising from CONTRACTOR's performance under this Contract.

3. CITY agrees to pay to CONTRACTOR the invoice price of **ONE-MILLION, ONE-HUNDRED AND NINE-THOUSAND, THIRTY-NINE DOLLARS AND ZERO CENTS (\$1,109,039.00)**

minus (i) any late delivery penalties as set forth in paragraph 1(c) above, upon delivery of the VEHICLE; and (ii) any early payment discounts optioned to CITY for the VEHICLE chassis and aerial device elements. CONTRACTOR agrees that this contract is a "zero-dollars-down" contract and that no funds shall be paid to CONTRACTOR prior to delivery and acceptance by the CITY's City Manager, of the VEHICLES, unless however, CITY elects to utilize any early payment discounts described in the foregoing sentence.

CONTRACTOR warrants that for two (2) years, the unit will be free of defects in design materials and workmanship. The two (2) year period shall commence upon the date the CITY provides in writing to CONTRACTOR acceptance of the unit. Moreover, for the active lifetime of any CONTRACTOR unit(s), whether purchased under this CONTRACT and operated by the CITY, replacement parts will be provided by CONTRACTOR'S authorized dealer geographically nearest to the CITY at no more than 10% above such dealer's cost.

It is the policy of the CITY to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by CITY from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number **SR KHE 28-051174 DP**. **CONTRACTOR not include sales/use tax on the invoice that you submit to the CITY**

4. Neither this Contract, nor any part hereof, nor any monies due or to become due hereunder, may be assigned by CONTRACTOR without the prior written approval of CITY.

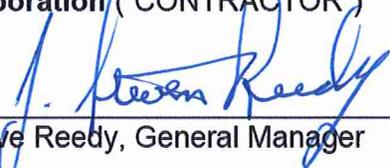
5. CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under the contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with all necessary information and assistance to complete such audit.

6. It is expressly understood and agreed by and between the parties hereto that a waiver of any conditions of this Contract shall not be considered a waiver of any of the other conditions hereof.

7. It is further understood and agreed by and between the parties hereto that time is of the essence of this Contract in all respects.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

**ROSENBAUER MINNESOTA, LLC,**  
a corporation ("CONTRACTOR")

By   
Steve Reedy, General Manager

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

JOHN M. LUEBBERKE  
CITY ATTORNEY

CITY OF STOCKTON, a municipal  
corporation ("CITY")

By \_\_\_\_\_  
DEPUTY CITY ATTORNEY

By: \_\_\_\_\_  
CITY MANAGER