

**AGREEMENT FOR PURCHASE OF VEHICLE
BETWEEN CITY OF TEMECULA AND GOSCH FORD TEMECULA
TWO (2) 2019 FORD TRANSIT CONNECT CARGO VANS**

THIS AGREEMENT is made and effective as of **March 12, 2019**, between the City of Temecula , a municipal corporation (hereinafter referred to as "City"), and **Gosch Ford Temecula**, a Corporation (hereinafter referred to as "Vendor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **March 12, 2019**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **December 31, 2019**, unless sooner terminated pursuant to the provisions of this Agreement.

2. PURCHASE AND SALE OF VEHICLE

On and subject to the terms and conditions set forth in this Agreement and the Agreement Documents, Vendor agrees to sell and deliver to City, **two (2) 2019 Ford Transit Connect Cargo Vans**, as more particularly described in Exhibit A, Description of Vehicles (hereinafter referred to as "Vehicles"), attached hereto and incorporated herein as though set forth in full.

3. PURCHASE PRICE

The Purchase Price, which City agrees to pay to Vendor for the Vehicles, is **Sixty-One Thousand, Four Hundred Seventy Eight Dollars and Sixty-Six Cents (\$61,478.66)**. The Purchase Price is final and shall be paid by City to Vendor in accordance with the following schedule: **two (2) Vehicles at \$30,739.33 each**, paid by City to Vendor within thirty (30) days upon receipt of non-disputed invoice.

4. REPRESENTATION AND WARRANTIES OF VENDOR

Vendor makes the following representations and warranties to City:

a. Authority and Consents. Vendor has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Vendor's execution, delivery and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery and performance of this Agreement by Vendor have been duly authorized by all necessary action on the part of Vendor and constitute the legal, valid and binding obligations of Vendor, enforceable against Vendor in accordance with their respective terms.

b. Title, License and Operating Condition. Vendor has good and marketable title to all of the Vehicles. The Vehicles are free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute title to all of the Vehicles free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for such as may be created or granted by City. All of the Vehicles are in good operating condition, is free of any defects, and is in conformity with the specifications, descriptions, representations and warranties set forth in the Agreement Documents. Vendor is

aware that City is purchasing the Vehicles for use as **City fleet vehicles**, and that City is relying on the warranties of the Vendor that the Vehicles are fit for this purpose and the ordinary purposes for which the Vehicles are normally used.

c. Full Disclosure. None of the representations and warranties made by Vendor in this Agreement contains or will contain any untrue statements of a material fact, or omits to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading.

5. TIME OF DELIVERY

The date and time of delivery of the Vehicles shall be on or before **December 31, 2019**.

6. PLACE OF DELIVERY

The Vehicles shall be delivered to the following location:

**City of Temecula Field Operations Center
43230 Business Park Dr.
Temecula, CA 92590**

7. TITLE AND RISK OF LOSS

Title to and the risk of loss, damage and destruction of the Vehicles shall remain with the Vendor until after inspection and acceptance of the Vehicles by City.

8. INSPECTION AND ACCEPTANCE

City shall inspect the Vehicles at the time and place of delivery. Such inspection may include reasonable tests and use of the Vehicles by City. If, in the determination of City, the Vehicles fails to conform to the Agreement IN ANY MANNER OR RESPECT, City shall so notify Vendor within ten (10) days of delivery of the Vehicles to City. Failing such notice, the Vehicles shall be deemed accepted by City as of the date of receipt.

9. REJECTION

In the event of such notice of non-conformity by City pursuant to the section entitled "Acceptance" above, City may, at its option, (1) reject the whole of the Vehicles, (2) accept the whole of the Vehicles, or (3) accept any commercial unit or units of the Vehicles and reject the remainder. The exercise of any of the above options shall be "without prejudice" and with full reservation of any rights and remedies of City attendant upon a breach. In the event of such notice and election by City, City agrees to comply with all reasonable instructions of Vendor and, in the event that expenses are incurred by City in following such instructions, Vendor shall indemnify City in full for such expenses.

10. NO REPLACEMENTS OF CURE

This Agreement calls for strict compliance. Vendor expressly agrees that both the Software tendered and the tender itself will conform fully to the terms and conditions of the Agreement on the original tender. In the event of rejection by City of the whole of the Software or any part thereof pursuant to the section entitled "Rejection" above, City may, but is not required

to, accept any substitute performance from Vendor or engage in subsequent efforts to affect a cure of the original tender by Vendor.

11. INDEMNIFICATION

Vendor agrees to defend, indemnify, protect, and hold harmless, the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, and its officers, officials, employees, agents, and volunteers, from and against any and all claims, demands, losses, defense costs or expenses, actions, liability or damages of any kind and nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Vendor's negligent or wrongful acts or omissions arising out of or in any way related to the Work or the Vendor's performance or non-performance of this Agreement, excepting only liability out of the sole negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

12. AGREEMENT DOCUMENTS

a. This Agreement includes the following documents, which are by this reference incorporated herein and made a part hereof:

- Description of Vehicles from the Request for Proposal (RFP), attached hereto as Exhibit A
- Response/Quotation to the Request for Proposal (RFP), attached hereto as Exhibit B

b. In the event any term or condition of the Agreement Documents conflicts with or is contradictory to any term or condition of the Agreement, the terms and conditions of this Agreement are controlling.

c. In the event of a conflict in terms between this Agreement, the Request for Proposal (RFP) and/or the Vendor's response to the RFP, this Agreement shall prevail over the RFP and the Vendor's response to the RFP.

13. REMEDIES

The remedies and rights conferred on the City by this Agreement are in addition to and cumulative with all other remedies and rights accorded the City under law or equity.

14. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

15. LEGAL RESPONSIBILITIES

The Vendor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Vendor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Vendor to comply with this section.

16. ASSIGNMENT

The Vendor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns. Upon termination of the Agreement, Vendor's sole compensation shall be payment for actual Vehicles received.

17. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

18. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Vendor, or Vendor's sub-Contractors for this project, during his/her tenure or for one year thereafter. The Vendor hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof or in the business of the Vendor or Vendor's sub-Contractors on this project. Vendor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. ENTIRE AGREEMENT; MODIFICATION; WAIVER

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, representations and understandings of the parties, whether oral or written. No supplement, modification or amendment of this Agreement or the Agreement Documents shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement or the Agreement Documents shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Consultant: Gosch Ford Temecula
Attn: Robert Gonzalez
26897 Ynez Rd
Temecula, CA 92591

21. EFFECTS OF HEADINGS

The subject headings of the sections and subsections of this Agreement are included for convenience only and shall not affect or be considered in the construction or interpretation of any of its provisions.

22. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California as applied to contracts that are executed and performed entirely in California. The City and Vendor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of the Vendor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Vendor and has the authority to bind the Vendor to the performance of its obligation hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

Gosch Ford Temecula

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Michael S. Naggar, Mayor

By: _____
Marc Gosch, President

ATTEST:

By: _____
Randi Johl, City Clerk

By: _____
Robert Gonzalez, Fleet Manager

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

VENDOR

Gosch Ford Temecula

Robert Gonzalez

26895 Ynez Rd, Temecula CA 92591

951.699.1302

RGonzalez@GoschMail.com

PM Initials:
Date:

EXHIBIT A

DESCRIPTION OF VEHICLES

Purchase of (2) Ford Transit Cargo Vans

NO.	ITEM	DESCRIPTION	SPECIFICATION INCLUDED (YES/NO)
1.	Gross Vehicle Weight Rating (GVWR)	9000 GVWR Transit-250	
2.	Model	2019 Ford Transit Cargo Van, Medium Roof with Regular Wheelbase, 4.10 Regular Rear Axle	
3.	Engine	3.7L Ti-VCT V6 Engine, 6-Speed Automatic Overdrive with Selectshift	
4.	Exterior	<ul style="list-style-type: none"> Sliding Passenger-Side Cargo Door Tinted Glass Running Board Two Additional Keys (4 total for each vehicle) Black Rear Bumper Molded-In-Color Without Integral Step Spare Tire and Wheel Back-up Alarm Reverse Sensing System Heavy-Duty Alternator Tow/Haul Mode with Trailer Wiring Provisions Fixed Rear-Door Glass Short-Arm Power Mirrors 18-Inch Painted Steel Wheels with Black Hubcaps 235/65R16 BSW All-Season Tires 	
5.	Interior	<ul style="list-style-type: none"> Pewter Vinyl All-Weather Floor Mats (Front) Front Carpet Floor Covering Front/Rear Aux A/C and Heater 2 Front Speakers Radio Prep Package (Radio Package #17) Pewter Grey Vinyl, 2-Way Manual Driver and Front-Passenger Seats 	
6.	Color	Exterior: Oxford White	
7.	Packages	Heavy-Duty Trailer Tow Package	
8.	Additional Equipment: Configuration ID 200001	<ul style="list-style-type: none"> Item #0TFM00: General Contractor Package. Masterack heavy duty steel interior Item #02G144: Window Screen Rear Doors (Set/2). Welded Wire Window Screens. Non-glare black powder coat finish. Contoured to fit vehicles' windows Item #0TM10" Steel Partition with Hinged Center Door Perforation across center and passenger panels, non-glare black powder coat finish Vehicle Configuration: Ship-Thru Charge 	

EXHIBIT A

(continued)

NO.	ITEM	DESCRIPTION	SPECIFICATION INCLUDED (YES/NO)
9.	Additional Requirements	<p><u>Delivery Point:</u></p> <p>Price quoted shall include all delivery and unloading charges to the purchaser</p> <p><u>Dealer Service:</u></p> <p>The equipment furnished under this contract shall be completely serviced by the vendor prior to delivery. It shall be ready for operation when delivered. Any further servicing by the vendor will not be required except in connection with repairs or adjustments covered by the manufacturer or dealer's warranty</p> <p><u>Equipment Condition:</u></p> <p>The vehicle furnished shall be new and unused, current model with standard factory fittings, trim and accessories unless otherwise noted</p> <p><u>Vehicle Registration:</u></p> <p>Dealer shall provide all DMV services for permanent registration and supply exempt license plates</p>	

EXHIBIT B

QUOTATION

VENDOR INFORMATION	
Name of Vendor:	GOSH Ford Temecula
Address:	26895 Ynez Rd 26895 Ynez Rd
Phone:	951-719-8227
E-Mail:	RGonzalez@GoshHma1.com

(2) FORD TRANSIT CARGO VANS	
Make:	Ford
Model:	T-250 MR
Year:	2019
Color:	White

PRICE	
Vehicle Price:	\$ 57,846 56,362 ¹⁰
Equipment Price:	\$ — DOC FEE \$ 170
Sales Tax:	\$ 5076 ⁴⁰ 4946 ⁵⁶
TOTAL PRICE:	\$ 63,092 ⁴⁰ 61,478 ⁶⁶

1/8/2019



2/15/19