PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF CARSON AND LONG BEACH FORD LLC

THIS PURCHASE AGREEMENT ("Agreement") is executed this	day of
, 2023 ("Effective Date"), by and between the CITY OF CAR	SON, a
California municipal corporation ("City"), and LONG BEACH FORD LLC, a California	a limited
liability company, dba BP Ford of Long Beach ("Seller"). City and Seller may be ref	erred to,
sometimes individually or collectively, as "Party" or "Parties."	

- 1. Purchase and Sale of Goods. On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and deliver to City and City agrees to purchase and accept from Seller the motor vehicles described herein and specified in Exhibit "A" attached hereto and incorporated herein by this reference ("Goods"), for the total purchase price ("Purchase Price") set forth in Section 3.
- **2. Description of Goods.** The Goods being sold by Seller to City consists of the two new 2023 Ford trucks, including one F350 and one F550, as described herein and as specified in Exhibit "A."
- 3. Purchase Price. The total Purchase Price which City agrees to pay to Seller for purchase and sale of the Goods and their delivery and offloading is not to exceed **One Hundred Fifty-Five Thousand Two Hundred Twenty-One Dollars and Ninety-Three Cents** (\$155,221.93), as provided in further detail in Exhibit "A."
- **4. Term.** The term of this Agreement shall expire after City's acceptance of the Goods and City's payment therefor following Seller's submission of the requisite invoice, and subject to any applicable warranty of the Goods, including (without limitation) as described in Exhibit "A."
- **5.** Representations and Warranties of Seller. Seller makes the following representations and warranties to City:
- **5.1. Authority and Consents.** Seller 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 Seller'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 Seller have been duly authorized by all necessary action on the part of Seller and constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.
- **5.2. Title and Operating Condition.** Seller has good and marketable title to the Goods. The Goods are free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute title to the Goods 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. The Goods are in conformity with the manufacturer's specifications, descriptions, representations and warranties. Seller is aware that City is purchasing

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the Goods for use in City's operations and that City is relying on Seller's warranties that the Goods are fit for this purpose and the ordinary purposes for which the Goods are normally used.

- 6. Time of Delivery. The date and time of delivery of the Goods shall be no later than 112 days following issuance of a Notice to Proceed by City's Contract Officer, or if elected by the City's Contract Officer, as otherwise requested by the City, during City's business hours which are Monday through Thursday 7:00 am to 3:30 pm. In the latter case, City will provide Seller with a scheduled delivery date for the site listed in Section 7.
- 7. Place of Delivery. The Goods shall be delivered, with full tanks of fuel, to City of Carson, Building B/FOB 18601 S. Main St., Carson, CA 90248, and offloaded there by Seller. All documents (i.e., delivery slips) will be furnished at the time of vehicle delivery and must be signed by an authorized person receiving the delivery.
- 8. Force Majeure. The time period for delivery specified in Section 6 shall be extended because of delays due to unforeseeable factory production delay-related causes beyond the control and without the fault or negligence of the Consultant, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay and provide the Contract Officer with written proof from the factory of the delay and the reason therefor, and when delivery is expected. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for delivery for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Seller be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Seller's sole remedy being extension of the delivery time pursuant to this Section.
- 9. Title and Risk of Loss; Payment and Invoicing. Title to and the risk of loss, damage and destruction of the Goods shall remain with the Seller until after inspection and acceptance of the Goods by City, and payment by City of the Purchase Price. Seller shall invoice City in the amount of the Purchase Price for purchase of the Goods, and City shall remit payment by no later than forty-five (45) days after City's acceptance of the Goods.
- 10. Inspection. After delivery of the Goods, City shall inspect the Goods within a reasonable time not to exceed thirty (30) days and provide written notice to the Seller specifying any defects or other objections, unless City intends to accept the Goods in whole, in which case no notice will be necessary. Acceptance of the Goods, whether in whole or in part, shall not be deemed a waiver of any defects identified by the City, nor any defects later discovered by the City, and specified to the Seller in writing.
- 11. No Replacements or Cures. This Agreement calls for strict compliance. Seller expressly agrees that both the Goods 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 Goods or any part thereof, City may, but is not required to, accept any substitute performance from Seller or engage in subsequent efforts to effect a cure of the original tender by Seller.

12. Insurance Coverages.

- 12.1 Types of Coverages. Seller shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:
- (a) Commercial General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.
- **(b)** Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Seller against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Seller in the course of carrying out the work or services contemplated in this Agreement.
- (c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.
- (d) Subcontractors. Seller shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- **(e) Broader Coverages and Higher Limits.** Notwithstanding anything else herein to the contrary, if Seller maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Seller.
- shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Seller's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, Seller shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Contract Officer. No work or services under this Agreement shall commence until Seller has provided the City with Certificates of Insurance,

additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

- 13. Indemnification. Seller agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, damages, costs and liability of any kind or nature (including reasonable attorney's fees) which the City, its officers, officials, employees, agents or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property (i) arising out of or from the Goods or delivery or offloading of the Goods, and (ii) to the extent arising from (a) Seller's negligent acts, omissions or willful misconduct, (b) Seller's ownership or possession of the Goods during any period ending on or prior to the Effective Date, (c) Seller's replacement of the Goods or any part thereof pursuant to this Agreement, and (d) Seller's breach of any of its representations, warranties or covenants under this Agreement.
- 14. 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. Without limiting the generality of the foregoing, Seller agrees that if there is any defect in the Goods, as determined in City's sole and absolute discretion, and upon written notice thereof given to Seller, Seller shall replace the defective Goods without delay or cost to the City. In the event of Seller's failure to replace the Goods within ten (10) calendar days after being notified of such defects, City is hereby authorized to contract with another party for the purchase of replacement of Goods, and Seller shall reimburse City for all such costs immediately upon demand.
- 15. 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.
- 16. Assignment. This Agreement may not be assigned by Seller without the express written consent of 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. All Goods manufacturer's warranties shall be assigned to and turned over to the City.
- 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. 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 shall be 01007.0001/913834.3

binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement 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.

- 19. Contract Officer. Timothy Grierson, Recreation Superintendent, or such person as may be designated by the City Manager, is hereby designated as being the representative of the City authorized to act on its behalf with respect to this Agreement and to make all decisions in connection therewith ("Contract Officer").
- **20. Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the third day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Seller at: BP Ford of Long Beach

2800 N. Bellflower Blvd. Long Beach, CA 90815

Attn: Ted Gahn, Commercial Fleet Sales

To City at: City of Carson

701 East Carson Street Carson, CA 90745 Attn: City Manager

Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

21. Warranty and Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Seller warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Seller further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Seller is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Seller's Authorized Initials	
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- **22. 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.
- 23. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be deemed the same as original signatures.
- **24.** 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.
- **25. Termination.** City may terminate this Agreement for any reason whatsoever, prior to delivery of the Goods and City's payment of the Purchase Price therefor as set forth herein.
- **26. Venue.** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Los Angeles County, California.

[SIGNATURES ON FOLLOWING PAGE]

	arties to this Agreement have duly executed in on the day		
and year first above written.	CITY:		
	CITY OF CARSON, a municipal corporation		
ATTEST:	Lula Davis-Holmes, Mayor		
Dr. Khaleah R. Bradshaw, City Clerk			
APPROVED AS TO FORM: ALESHIRE & WYNDER, LLP			
Sunny K. Soltani, City Attorney [brj]			
	SELLER:		
	LONG BEACH FORD LLC, a California limited liability company, dba BP Ford of Long Beach		
	Name: Title:		
	Name: Title:		

If Seller is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. SELLER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SELLER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA	
COUNTY OF LOS ANGELES	
acknowledged to me that he/she/they executed the san	rsonally appeared, proved to me on the names(s) is/are subscribed to the within instrument and me in his/her/their authorized capacity(ies), and that by , or the entity upon behalf of which the person(s) acted,
I certify under PENALTY OF PERJURY under the laws of and correct.	f the State of California that the foregoing paragraph is true
WITNESS my hand and official seal.	
Signature:	
_	ONAL ve valuable to persons relying on the document and could DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL CORPORATE OFFICER TITLE(S)	TITLE OR TYPE OF DOCUMENT
PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S)	NUMBER OF PAGES
GUARDIAN/CONSERVATOR OTHER	DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA	
COUNTY OF LOS ANGELES	
basis of satisfactory evidence to be the person(s) whose acknowledged to me that he/she/they executed the san	sonally appeared, proved to me on the names(s) is/are subscribed to the within instrument and ne in his/her/their authorized capacity(ies), and that by , or the entity upon behalf of which the person(s) acted,
I certify under PENALTY OF PERJURY under the laws of and correct.	f the State of California that the foregoing paragraph is true
WITNESS my hand and official seal.	
Signature:	
prevent fraudulent reattachment of this form	ve valuable to persons relying on the document and could
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL CORPORATE OFFICER TITLE(S)	TITLE OR TYPE OF DOCUMENT
PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S)	NUMBER OF PAGES
GUARDIAN/CONSERVATOR OTHER	DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

DESCRIPTION OF GOODS AND PRICING

Vehicle 1:

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	2023 F350 4X4 Crew Cab 176" WB W/8' Bed DRW		\$ 63,967.00
	Oxford White Ext. Medium Dark Slate 40/20/40		
	Cloth Seats. 623A Preferred Equipment Packge		
	XLT Trim. 7.3L V8 Gas Engine, 10 Speed Auto		
	LT245/75R17E BSW All-Terrain Tires. 4.30 Ratio		
	Limited Slip Axle. All Weather Mats. Carpet Delete.		
	FX4 Off Road Package, Skid Plates, Platfrom		
	Running Boards. 14,000# GVWR Package. 50 State		
	Emissions. Tow Technology Package. Powerscope		
	Trailer Tow Mirros. BLIS, Jack, Led Box Lighting.		
	Exterior Back Up Alarm.Reverse Sensing System		
	Spray in Bedliner. 360 Degree Camera Package.		
	(1) AD200 Cross Box, DBL,12",FS		
	(2) AD302 Aluminum 64" Side Box.		
	Ford 2019-23 Bi-Annual Electronic Service Info		
	CD/DVD Rom or USB		
	(3) Factory Key Fobs Per Truck		
	Free Delivery W/Full Tank Of Fuel To Carson Ca.		
	BP Ford Of Long Beach Sales, Service & Parts		
	With-in 10 Miles Of Carson Ca. 90745		
	Pricing Provided Is Good For 30 Days From Date On Quote		
		DOC FEES	\$ 118.00
		SALES TAX	6,565.33
		TOTAL	\$ 70,650.33

Warranty Information:

Truck/Chassis only:

Powertrain: 5 Years 100,000 Miles.

Government / Fleet Powertrain Warranty upgraded from 5 years 60,000 miles to 5 years 100,000 miles (gas engine only)

Bumper to Bumper 3 years, 36,000 Miles

For further details, see:

 $\frac{https://www.fordpro.com/en-us/service/warranty/?intcmp-fpro-svc-hfs-CoverYourAssets-VIewYourWarranty}{}$

Ford Bumper to Bumper Warranty, What's Covered & What Isn't (lombardfordwarrantys.com)

Vehicle 2:

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	2023 F550 4X4 Reg Cab 176"WB W/16' Body DRW		\$ 76,594.00
	Oxford White Ext. Medium Dark Slate 40/20/40		
	Vinyl Seats. 660A Preferred Equipment Packge		
	XL Trim. 7.3L V8 Gas Engine, 10 Speed Auto Trans.		
	225/70R 19.5G BSW Tires. 4.88 Ratio Limited Slip		
	Axle. Payload Plus Package Upgrade. Front License		
	Bracket. Platfrom Running Boards. 19,500# GVWR		
	Package. Skid Plates. 50 State Emissions. 120V		
	400W Outlet.40 Gallon Fuel Tank. 410 AMP		
	Alternator. Exterior Back Up Alarm. Dual Battery.		
	Rear View Camera Prep Kit.		
	8' ODW x 16'4" ODL x 50" High Stake Body		
	10 GA Side Rails. 16" Cross Bars. Hardwood Floor.		
	50/50 Steel Bulkhead. Hardwood Gates - 50" High		
	Stainless Steel Posts. Rope Hooks. 3/4" LED		
	Marker Lights - Underbed. Paint Body Black. Gates		
	With Clear Finish. (1) 60" Toolbox T-Handle Center		
	Mount, Connect Back Up Camera.		
	Palfinger PLR-25 D Tuk-A-Way Liftgate. 48"x80"		
	Steel Platfrom, 2,500 lb. Capacity. Steel Dock With		
	16" Rubber Bumpers. 2" Receiver Hitch With 7 Way		
	Flat Prong Plug.		
	Ford 2019-23 Bi-Annual Electronic Service Info		
	CD/DVD Rom or USB		
	(3) Factory Key Fobs Per Truck		
	Free Delivery W/Full Tank Of Fuel To Carson Ca.		
	BP Ford Of Long Beach Sales, Service & Parts		
	With-in 10 Miles Of Carson Ca. 90745		
	Pricing Provided Is Good For 30 Days From Date On Quote		
		DOC FEES	\$ 118.00
		SALES TAX	7,859.60
		TOTAL	\$ 84,571.60

Warranty Information:

Truck/Chassis only:

Powertrain: 5 Years 100,000 Miles.

Government / Fleet Powertrain Warranty upgraded from 5 years 60,000 miles to 5 years 100,000 miles (gas engine only)

Bumper to Bumper 3 years, 36,000 Miles

For further details, see:

 $\frac{https://www.fordpro.com/en-us/service/warranty/?intcmp-fpro-svc-hfs-CoverYourAssets-VIewYourWarranty}{}$

Ford Bumper to Bumper Warranty, What's Covered & What Isn't (lombardfordwarrantys.com)