

COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into EFFECTIVE THE ___ DAY OF _____ 2017, by and between CITY OF FRESNO, a California municipal corporation (City/Buyer), and Musco Sports Lighting, LLC, an Iowa Corporation (VENDOR/CONTRACTOR).
Limited Liability Company

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Charter for the CITY allows for cooperative purchase agreements for work of public improvement. The CITY is allowed to piggyback an existing government agency's agreement, under Fresno City Charter 1208. The parties agree the VENDOR was the lowest responsive and responsible bidder for Invitation for Bid #082114 – MSL ("IFB") issued by the National Joint Powers Alliance, a Minnesota public agency. The IFB is attached hereto as **Exhibit A** and is incorporated herein by reference. The Parties agree that the VENDOR has entered a Job Order Contract with the National Joint Powers Alliance ("Original Government Contract").

2. VENDOR's Obligation. VENDOR shall provide those services and carry out that work described in the Original Government Contract, which is attached hereto as **Exhibit B** and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. VENDOR shall not perform services not included in the Construction Task Catalog (i.e. Book 3).

3. CITY's Obligation. City shall make to the VENDOR those payments described in **Exhibit C**, subject to all the terms and condition contained or incorporated herein.

4. Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material provisions of the Original Government Contract as applied to this Agreement between the VENDOR and the CITY, as follows:

a) CITY's Standard Terms and Conditions attached as **Exhibit D** and (City Bid File 9285). VENDOR shall not comply with the insurance requirements in **Exhibit D**, instead VENDOR shall comply with the insurance and indemnity requirements in **Exhibit E**.

b) CITY's Insurance and Indemnity provisions attached as **Exhibit E**.

c) Address change for the CITY: Notwithstanding the address and contract information for the government entity as set out in **Exhibit B**, the VENDOR agrees that notices and invoices will be sent to:

CITY
City of Fresno
Attention: Kyle Jeffcoach
1515 East Divisadero
Fresno, CA. 93721
Phone: (559)-621-5762
FAX: (559) 488-1557

d) Notwithstanding anything in **Exhibits A** and **B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

e) All other provisions in the Original Government Contract are fully binding on the parties and will represent the agreement between the CITY and the VENDOR.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

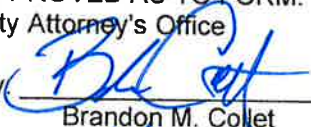
CITY OF FRESNO,
A California municipal corporation

By: _____
Kristina Chamberlin,
Assistant PARCS Director

ATTEST:
YVONNE SPENCE, CMC
City Clerk

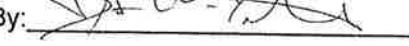
By: _____
Deputy
Date _____

APPROVED AS TO FORM:
City Attorney's Office


By:  _____
Brandon M. Collet
Date 6/7/17

Addresses:
City of Fresno
Attention: Laura Rapp
2600 Fresno Street, Room 2156
Fresno, CA.
Phone: (559) 621-1169
FAX: (559) 488-1069

Musco Sports Lighting, LLC
~~An Iowa municipal corporation~~ Limited Liability Company

By:  _____
Name: Doug Yates

Title: Vice President
(If corporation or LLC, Board
Chair, Pres. Or Vice Pres.)

By:  _____
Name: James M. Hansen

Title: Secretary
(If corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

VENDOR:
Musco Sports Lighting, LLC
100 1st Avenue West, P.O. Box 808
Oskaloosa, Iowa 52755
Phone: (530) 672-9500
FAX: (530) 672-9471

- Attachments: Exhibit A- IFB#082114-MSL
Exhibit B- Original Government Contract
Exhibit C- Scope of Project and Payment Terms
Exhibit D- CITY's Terms and Conditions
Exhibit E- CITY's Insurance and Indemnity