

COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into effective the 9th day of April 2020, by and between CITY OF FRESNO, a California municipal corporation (City), and TURN KEY CONSTRUCTION AND SOLAR, INC., a California corporation (Vendor).

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 use an existing government agency's agreement, as an exception to the competitive bidding requirements of Fresno City Charter Section 1208. The Parties agree that the Vendor has entered a contract with Kerman Unified School District (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 A** and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

3. City's Obligation. City shall make to the Vendor those payments described in **Exhibit A**, 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 Insurance and Indemnity provisions attached as **Exhibit B**.
- b) Address change for the City: Notwithstanding the address and contract information for the government entity as set out in **Exhibit A**, the Vendor agrees that notices and invoices will be sent to:

City of Fresno
Attention: Ann Kloose
2600 Fresno Street Room 4016
Fresno, CA 93721
Phone: 559-621-8179

c) Notwithstanding anything in **Exhibit A** 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.

d) 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.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

Turn Key Construction and Solar, Inc, a
California corporation

By: _____
Scott Mozier
Director of Public Works

By: _____

Name: Jeff Harmonson

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: *Brandon M. Collet* 3/10/2022
Brandon M. Collet Date
Senior Deputy City Attorney

By: _____

Name: Corbin L. DeWitt

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

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

By: _____
Date
Deputy

Addresses:

CITY
City of Fresno
Attention: Ann Kloose
2600 Fresno Street Room 4016
Fresno, CA 93721
Phone: 559-621-8179

VENDOR:
Turn Key Construction and Solar, Inc.
Attention: Jeff Harmonson
7257 N. Maple Avenue #107
Fresno, CA 93720
Phone: 559-905-5988

Attachments:
Exhibit A- Original Government Contract
Exhibit B- City's Insurance and Indemnity