

FORMAL COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into effective _____ by and between CITY OF FRESNO, a California municipal corporation (City), and Jasper Holdings Inc., an Indiana 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 materials, supplies, equipment, and public work of 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 (IFB) issued by Sourcewell (Original Government Contract). The IFB is attached hereto as **Exhibit A** and is incorporated herein by reference. The Parties agree that the Vendor has entered a Cooperative Purchase Contract with Jasper Holdings Inc. (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.

3. City's Obligation. City shall make to the Vendor those payments described in **Exhibits A and B**, 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 C**.
- b) 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 of Fresno
Attention: Duane Myers
2223 G Street
Fresno, Ca 93706
Phone: (559) 621-1186
FAX: (559) 485-2167

c) 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.

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.]

DRAFT

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

JASPER HOLDINGS INC., an Indiana Corporation

By: _____
Melissa Perales
Purchasing Manager
General Services Department

By: _____
Name: _____

No signature of City Attorney required. Standard Document **#GSD-S Formal Cooperative Purchase Agreement (06-2023)** has been used without modification, as certified by the undersigned.

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

By: _____
Name: _____

By: _____
Tamra Torrence
Senior Procurement Specialist

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

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Addresses:
CITY
City of Fresno
Attention: Duane Myers
2223 G Street
Fresno, Ca. 93706
Phone: (559) 621-1186
E-mail: Duane.Myers@fresno.gov

Vendor:
Jasper Holdings Inc.
Attention: Ashley Brush
815 Wernsing Road
Jasper, IN 47546
Phone: (800) 827-7455
E-mail:
ashley.brush@jasperengines.com

Attachments:
Exhibit A - Invitation For Bids
Exhibit B - Original Government Contract
Exhibit C - City's Insurance and Indemnity