

BATTERY PURCHASE AGREEMENT

This Battery Purchase Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and Interstate Batteries, Inc., a Delaware corporation (the “Provider”).

RECITALS

WHEREAS, the City desires to purchase batteries for city owned vehicles (“Products”).

WHEREAS, the City desires to purchase the Products from Provider as outlined in this Agreement, and Provider agrees to sell and deliver the Products upon the terms and conditions described in this Agreement.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider’s quote dated June 5, 2023 (the “Quote”) attached hereto as Exhibit A, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Quote or as otherwise specified by the City.

1.3. The Provider shall ship the Products to a shipping address specified by the City (the “Delivery Location”) F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.5. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.6. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City’s prior written approval, the Provider does so at its own risk and expense.

1.7. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements.

**SECTION TWO
PAYMENT AND TERM**

2.1. The term of this Agreement shall commence on the July 1, 2023 and will continue to be in effect until June 30, 2026 (“Term”), unless earlier terminated in accordance with the terms herein. Depending on the City’s order quantities, the City shall purchase the Products according to the Quote described in Exhibit A in an amount not to exceed the below fee schedule per fiscal year. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider.

AMOUNT PER FISCAL YEAR	AMOUNT
July 1, 2023-June 30, 2024	\$ 65,000.00
July 1, 2024-June 30, 2025	\$ 71,500.00
July 1, 2025-June 30, 2026	\$ 78,650.00
July 1, 2026-June 30, 2027 (1st Renewal)	\$ 86,515.00
July 1, 2027-June 30, 2028 (2nd Renewal)	\$ 95,166.00
TOTAL NOT TO EXCEED AMOUNT:	\$ 396,831.00

2.2. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas
Attention: Accounts Payable
2250 Las Vegas Blvd., North, Suite 710
North Las Vegas, NV 89030

**SECTION THREE
REPRESENTATIONS AND WARRANTIES**

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

3.1.1. Provider is a duly formed and validly existing Delaware corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2. The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3. Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

**SECTION FOUR
INSURANCE**

Provider shall obtain and maintain, at its expense, the following insurance coverage for all work related to the performance of this Purchase Agreement: commercial general liability insurance, automobile liability insurance, worker's compensation insurance, and employers' liability insurance. While a copy of the Provider's insurance certificate is not immediately required, the City reserves the right to request a copy of the Provider's insurance certificate at any time during the Term of the Agreement. It is the Provider's responsibility to produce the insurance certificate upon the City's request.

**SECTION FIVE
TERMINATION**

The City, through its City Manager may terminate this Agreement at any time for convenience upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

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SECTION EIGHT SAFETY

8.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

8.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION NINE MISCELLANEOUS

9.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

9.2. Assignment. Any attempt to assign this Agreement by the Provider without the prior written consent of the City shall be void.

9.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

9.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

9.5. Controlling Agreement. To the extent any of the terms or provisions in the Quote conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Quote or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

9.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 9.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

9.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

9.8. Time of Essence. Time is of the essence in the performance of this Agreement.

9.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

9.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected and accepted.

9.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

9.12. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

9.13. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

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9.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 9.14 shall survive the expiration or early termination of the Agreement.

9.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

9.16. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

9.17. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

Interstate Batteries, Inc.,
a Delaware corporation

By: _____
Pamela A. Goynes-Brown, Mayor

By: CBurt
Title: GENERAL MANAGER
Name: CHARLES BURT

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

Exhibit A

Quote

Please see attached page(s).



Outrageously Dependable®

PROPOSAL FOR
The City of North Las Vegas
Presented
6/05/23

Charles Burt/Jim Field
702-664-3881

Interstate Batteries
4151 W. Oquendo Rd.
Las Vegas, Nevada
Jim@Yourbatteryguy.com



The Leading Battery Program in North America

WHY CHOOSE INTERSTATE[®]

Our complete program is designed to ensure you have fresh batteries in the right mix ready for your customers. There are no shortcuts.



Proven Quality

Built to top industry standards, Interstate batteries are chosen 5 to 1 when technicians recommend a battery.

Leading Brand

Your customers know and trust Interstate Batteries. They've seen us in NASCAR[®] races for 25 years, in 200,000 Interstate dealers across the nation and in primetime advertising. We bring you local service with the power of a nationally recognized brand.

Nationwide Warranty

Simple, clear, dependable – our warranty covers your customers anywhere they go in North America.

#1 Battery Recycler

Interstate recycles more batteries than we sell.

Complete Service

Customized consignment service, product rotation, battery testing, merchandising support and more – it's all part of working with Interstate Batteries.

Trusted Expertise

We're your battery experts. We offer online training, local expertise from your Route Sales Manager and much more. Just ask!



NATIONWIDE WARRANTY

Our warranty is honored at 10X more locations than any competitor.



Outrageously Dependable

200,000
Dealers

Simple, clear, dependable – our warranty covers your customers anywhere they go in North America.

AUTOMOTIVE BATTERIES



MTZ AGM 48-MONTH FREE REPLACEMENT WARRANTY



- Ultimate Pure Matrix™ power and vibration resistance
- 3X the life of conventional flooded batteries and 2X the life of lead-alloy AGM batteries
- For those looking for a supreme quality AGM battery
- 40% more cranking power while still powering accessories



MTX AGM 36-MONTH FREE REPLACEMENT WARRANTY



- Superior starting power and vibration resistance
- 2X the life of conventional flooded batteries
- For vehicles that require AGM or use a lot of accessories and plug-ins



MTP 30-MONTH FREE REPLACEMENT WARRANTY

6-YEAR PERFORMANCE WARRANTY WITH



- Our best flooded, non-AGM battery
- Longest life in cold to moderate climates*
- Ideal for customers wanting to meet OEM specifications



MT 24-MONTH FREE REPLACEMENT WARRANTY

5-YEAR PERFORMANCE WARRANTY WITH



- Our better flooded, non-AGM battery
- Standard high accessory cycle life
- Midrange performance life and starting power



M 12-MONTH FREE REPLACEMENT WARRANTY

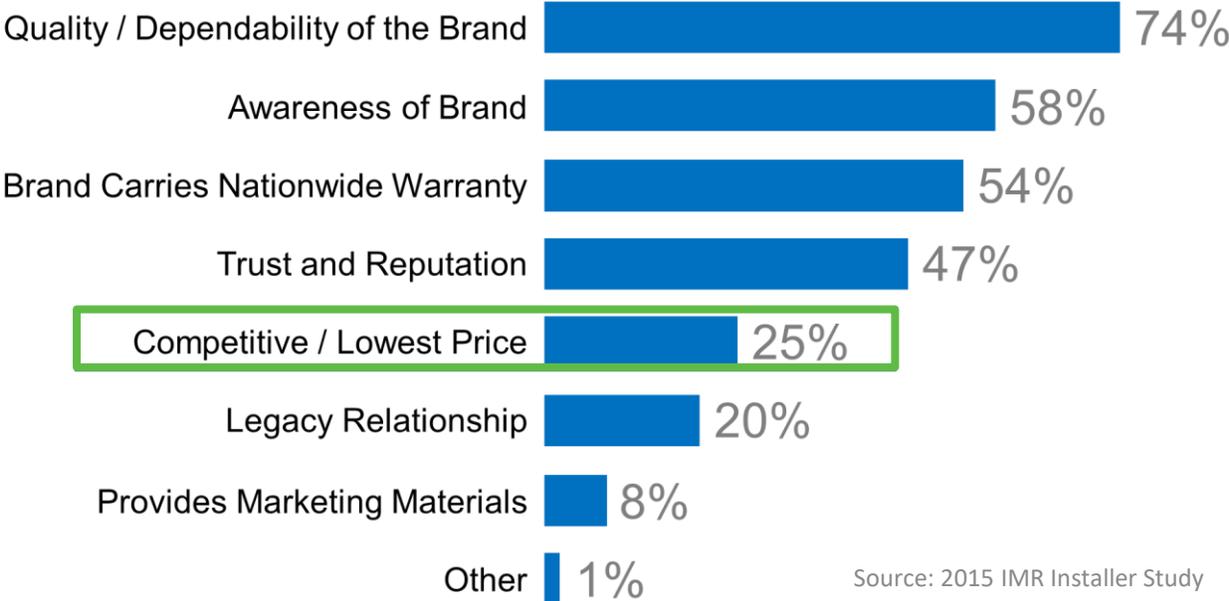


- Standard performance life
- For value-minded customer
- Standard high accessory cycle life

*Based on our recommendations by climate zones, MTP and MT batteries can achieve longer life with select Group Sizes.

INTERSTATE DELIVERS WHAT YOUR CUSTOMERS WANT

Other factors are more important than price



Source: 2015 IMR Installer Study

Interstate® has provided the most trusted source of power in America for 65 years with the highest quality, trusted expertise and customized service resulting in unparalleled brand loyalty.



**VOTED BEST
BATTERY
BY AUTO TECHS**



TO



PROPOSED PRICING

The City Of North Las Vegas

Presented 6/05/2023

GROUP SIZE	PART #	CCA	CA	Proposed Price
31	31-MHD	950	1190	\$109.16
65	MT-65	675	845	\$102.14
65	MTP65-HD	850	1000	\$113.84
90	MTP 90/T5	650	750	\$109.94
31	31AGM-7	925	1155	\$289.78
48	MTP48/H6	730	910	\$113.84
27	MTP -27F	710	890	\$109.94
96	MTP96R	590	740	\$109.94
78	MT-78	700	875	\$102.14

Pricing valid for 90 days from date of quote

This proposal contains information that is proprietary and confidential to Interstate Batteries, Inc. ("Interstate Batteries") which shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate Interstate Batteries, Inc. Any use or disclosure in whole or in part of this information without the express written permission of Interstate Batteries, Inc. is prohibited.

The price quotes contained in this proposal are estimates only and are subject to change.

NATIONAL ADS – LOCAL CONNECTIONS



Our Advertising drives consumers to search for batteries and we drive them to you!

- ✓ National TV
- ✓ National Radio
- ✓ Local Events
- ✓ Promotions
- ✓ Sponsorships
- ✓ Social Media
- ✓ Digital
- ✓ NASCAR

World-Class Brands Trust Interstate



INTERSTATE