

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **6th day of April, 2005**, by and between **Tamiami Ford, Inc.** whose address is **1471 Airport Pulling Road North, Naples, FL 34104** ("Seller") and THE CITY OF NAPLES, a Florida municipal corporation, the address of which is 735 Eighth Street South, Naples, Florida 34102 ("Buyer"). In consideration of the mutual covenants and agreements hereinafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Buyer and Seller agree as follows:

1. **Description of Goods; Sale and Delivery.** Seller shall sell, transfer, and deliver to Buyer the goods described on the Description/Proposal attached hereto and made a part hereof as Exhibit "A" subject to such terms as are set forth in Collier County Contract 00-3091, attached hereto and made a part hereof as Exhibit "B," and in this Agreement.

2. **Acceptance; Purchase.** Buyer shall accept the goods and pay **an amount not-to-exceed \$511,430.00** made part of this agreement.

3. **Identification of Goods.** Identification of the goods shall not be deemed to have been made until both Buyer and Seller have agreed that the goods in question are to be appropriate to the performance of this Agreement.

4. **Rate and Time of Payment.** Unless otherwise specified, Buyer shall make payment to Seller for the goods within 30 days after the goods are received by Buyer.

5. **Receipt of Goods.** The goods shall be deemed received by Buyer when delivered to Buyer at **City of Naples, 370 Riverside Circle, Naples, Florida 34102**. Delivery of the goods to Buyer shall occur on a business day and shall not occur after 3:15 p.m. on the delivery day.

6. **Risk of Loss.** The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such risk shall be on Buyer, including any goods thereafter returned to Seller until their receipt by Seller.

7. **Warranty Against Encumbrances.** Seller warrants that the goods are now free, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.

8. **Warranty of Title.** Seller warrants that at the time of signing this Agreement, Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller in the goods.

9. **Product Warranty.** Seller provides general warranties of fitness and general warranties, that the goods are free from defects, for 1 year from acceptance of the goods, except as may otherwise be set forth in the Description/Proposal, or other attached warranty.

10. **Right of Inspection.** Buyer shall have the right to inspect the goods at the time and place of delivery, and within 5 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of the condition, quality, or grade of the goods, and Buyer must specify in detail the

basis of such claim. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by Buyer.

11. **Procedure as to Rejected Goods.** On receipt of notification of rejection, Seller will immediately arrange to receive back the goods for shipment and return. However, within 5 days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's storage facility. When such goods are confirmed or acquiesced in as nonconforming, Seller will ship conforming goods within 30 days of the notice of rejection unless Buyer earlier notifies Seller to forgo such shipment.

12. **Governing Law.** The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Agreement and its interpretation, and that all the definitions contained therein will be applicable to this Agreement except where this Agreement may expressly provide otherwise.

13. **Notices and Address of Record.** All notices required or made pursuant to this Agreement to be given by Seller to Buyer shall be in writing and shall be delivered by overnight courier, by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Buyer:

City of Naples
Attention: Dr. Robert E. Lee, City Manager
735 Eighth Street South
Naples, Florida 34102-3796

All notices required or made pursuant to this Agreement to be given by Buyer to Seller shall be made in writing and shall be delivered by overnight courier, by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Seller:

Tamiami Ford, Inc.
1471 Airport Pulling Road North
Naples, FL 34104
Attn: Robert Sponseller, Fleet Manager

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party who signature appears thereon and all of which shall together constitute one and the same instrument.

15. **Effective Date.** This Agreement shall take effect on the day of execution by the last party to execute this agreement. The Agreement will commence on or about April 6, 2005 through September 30, 2005.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

ATTEST:

(Print Name: _____)

"SELLER":

Tamiami Ford, Inc.

(Corporate Seal)

By: _____
Authorized Representative

ATTEST:

By: _____
Tara A. Norman, City Clerk

"BUYER"

City of Naples, Florida

By: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

<u>CIP #</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>APPROVED</u>
05F25	C/S Parks & Parkways	Utility Truck F450	\$ 40,000.00
05F30	C/S Parks & Parkways	Ford Explorer 4X4	\$ 29,000.00
05H01	PESD Patrol	Patrol Vehicles	\$ 210,000.00
05E 24	PESD Fire	Ford Explorer	\$ 30,000.00
05B05	C/D Building & Zoning	(2) F150 Super Cab	\$ 49,620.00
05B01	C/D Building & Zoning	F150 Super Cab	\$ 24,810.00
05B01	C/D Building & Zoning	F150 Super Cab	\$ 24,810.00
05K35	P/W Water Production	F150	\$ 23,500.00
05L29	P/W Distribution	Utility Truck F450	\$ 43,000.00
05N23	P/W Collections	(2) Utility Truck F450	\$ 75,000.00
05X16	P/W Maintenance	Ranger Super Cab 4X4	\$ 23,805.00
05P21	P/W Solid Waste	(2) Ranger Dump Vehicles	\$ 40,000.00
		SUB-TOTAL	\$ 613,545.00
		DEDUCT DUE TO VEHICLE ALLOWANCE PROGRAM	\$ 102,115.00
		GRAND TOTAL	\$ 511,430.00

ATTENTION
MAGLINES

2005 Warranty

WARRANTY

This page is about:

- Bumper-to-Bumper Coverage
- Power Stroke Diesel Engine Coverage
- Focus 100,000-mile/5-year Extended Service Plan
- Corrosion Coverage
- Emissions Warranties
- Federal Emissions Defect Warranty

What Is Covered⁽¹⁾

Bumper-to-Bumper Coverage

Authorized Ford Motor Company dealers will repair, replace or adjust all parts (except wiper blades and windshields) (12 months) and brakes on Ford and Mercury vehicles (12 months or 18,000 miles) on the vehicles that are defective in factory-supplied materials or workmanship for 3 years or 36,000 miles (whichever occurs first)

Power Stroke[®] Diesel Engine Coverage

Certain direct injection diesel engine components are covered against defects in factory-supplied materials or workmanship for 5 years or 100,000 miles (whichever occurs first). A \$100 deductible per repair visit applies after the Bumper-to-Bumper warranty coverage period (3 years or 36,000 miles, whichever occurs first).

Covered components: cylinder block, heads and all internal parts, intake and exhaust manifolds, flywheel, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines and fuel tank), high-pressure lines, gaskets and seals, glow plugs, turbocharger, powertrain control module, electronic driver unit, injectors, injection pressure sensor, high-pressure oil regulator, exhaust back pressure regulator and sensor, camshaft position sensor and accelerator switch.

NOTE: Some components also may be covered by the emissions warranties with no deductible.

Focus 100,000-mile/5-year Extended Service Plan

Customers who purchase any 2005 Focus model also enjoy a no-charge powertrain Extended Service Plan. Coverage is for a period of 100,000 miles or 5 years, whichever occurs first. This Extended Service Plan is fully transferable to any subsequent owner of the vehicle. The plan carries a deductible of \$100 per claim; after the Focus New Car Bumper-to-Bumper Limited Warranty 3-year/36,000-mile coverage expires.

Corrosion Coverage

Body sheet metal panels are covered against corrosion due to a defect in factory-supplied materials or workmanship. The length of the repair coverage depends upon the type of corrosion damage.

- If corrosion causes holes in the body sheet metal, repair coverage lasts for 5 years regardless of the miles driven.
- If corrosion does not cause holes and is not the result of usage and/or environmental conditions, repair coverage lasts for 3 years or 36,000 miles, whichever occurs first.

For damage caused by airborne material (environmental fallout) where there is no defect involved and, therefore, no warranty coverage. Ford's policy is to cover paint damage due to airborne material for 12 months or 12,000 miles (whichever occurs first).

Emissions Warranties

Ford vehicles feature two types of Emissions warranties: Defect and Performance. These warranties are required by the Federal Clean Air Act.

Federal Emissions Defect Warranty

During the warranty coverage period, Ford Motor Company warrants that:

- The vehicle or engine is designed, built and equipped to meet — at the time it is sold — the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- The vehicle or engine is free from defects in factory-supplied materials or workmanship that could prevent it from conforming with applicable EPA regulations.
- Customer will not be charged for diagnosis, repair, replacement or adjustment of defective emissions-related parts.

The warranty coverage period for:

- Passenger cars, light duty trucks (vehicles with a GVWR of 8500 lbs. or less, over 8500 lbs., if certified to light duty emissions standards)
 - 8 years or 80,000 miles (whichever occurs first) for catalytic converter, powertrain control module, onboard emissions diagnostic device, natural gas vehicle (NGV) module (Bi-fuel/CNG), electronic emissions control unit and transmission control module.
 - 3 years or 36,000 miles (whichever occurs first) for all other covered parts.
- Heavy-duty vehicles (vehicles with a gross vehicle weight of over 8500 lbs.)
 - 5 years or 100,000 miles (whichever occurs first) for covered diesel engine parts.
 - 5 years or 50,000 miles (whichever occurs first) for all other covered parts.

What Is Covered⁽¹⁾ cont'd

Federal Emissions Performance Warranty

The Federal Emissions Performance warranty covers the vehicle if it is registered in a state where the state or local government has an EPA-approved inspection and maintenance program. Under this warranty coverage, Ford Motor Company will not charge for repair, replacement or adjustment (including labor, diagnosis or parts) of any emissions control device or system, provided all of the following conditions are met:

- The vehicle has been maintained and operated according to the instructions on proper care in the vehicle's Owner's Guide and Scheduled Maintenance Guide
- The vehicle fails to conform to the applicable national EPA standards within 2 years or 24,000 miles (whichever occurs first)
- The vehicle owner is subject to a penalty or sanction under local, state or federal law because the vehicle has failed to conform to the emissions standard. A penalty or sanction can include being denied the right to use the vehicle
- The vehicle has not been tampered with, abused or misused

For a complete list of parts covered by this warranty, please refer to the vehicle's Warranty Guide that accompanies the Owner's Guide.

The Federal Emissions Performance warranty will not apply to the vehicle if:

- The vehicle is tested at high altitude, but is certified to meet standards only at sea level
- The diagnosis shows that the vehicle will pass the applicable state or local government test using test procedures and standards set by the EPA

Vehicles certified for sale in California and registered in California, Maine, Massachusetts, New York or Vermont are provided additional Emissions Defect and Performance warranty coverage. Please refer to the vehicle's Warranty Guide or the Warranty and Policy Manual for complete details.

Safety Restraint System Coverage

Safety belts and Supplemental Restraint Systems (airbags) are covered against defects in factory-supplied materials or workmanship. Safety Restraint System coverage begins at the warranty start date and lasts for 5 years or 50,000 miles (whichever occurs first).

NOTE: Safety Restraint Systems are not covered for problems related to comfort or appearance.

Tires

Two separate warranties apply to the tires. The New Vehicle Limited Warranty provides no-cost coverage for tire repairs, replacements or adjustments due to defects in factory-supplied materials or workmanship during the Bumper-to-Bumper coverage period. The tire manufacturer also provides a separate tire warranty that may extend beyond the Bumper-to-Bumper coverage period. The manufacturer's tire warranty information accompanies the owner literature found in the glove compartment.

Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model even if still available.

Customers have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If a customer goes to a tire service center during the Ford Bumper-to-Bumper coverage period for a covered repair (replacement or adjustment), the customer may be charged a prorated amount for wear or other charges. If so, the customer should present the paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration.

**THE ENTIRE COLLIER COUNTY CONTRACT
IS ATTACHED HERETO AND AVAILABLE
IN THE CITY CLERK'S OFFICE.**