

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** Glen Radtke

**Department:** Public Work/Fleet Services



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KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

**specify:** \_\_\_\_\_

# CONTRACT FOR THE PURCHASE OF GOODS

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**RRL ENTERPRISES INC DBA MIDSTATE AUTOMOTIVE EQUIPMENT CO.**

FILED  
NO. 2021.102  
7/6/21  
DATE  
DOUGLAS COUNTY CLERK  
MINDEN, NV  
BY [Signature] DEPUTY

This Contract for the Purchase of Goods (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, (the "County"), and RRL Enterprises Inc. dba Midstate Automotive Equipment Co., a California Corporation ("Vendor"). The County and Vendor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**1. TERM AND EFFECTIVE DATE OF CONTRACT.** The Contract will become effective on the date it is approved and signed by representatives of both Parties.

**2. GOODS TO BE PROVIDED.** The goods to be provided under this contract consist of: a vehicle alignment rack and related appurtenances as set forth in **Exhibit A** ("goods"), which will be used by the County for purposes including, but not limited to, alignments of county vehicles.

**3. DELIVERY & SETUP.** The vendor agrees to deliver and setup the goods described in Paragraph 2, in accordance with the specifications set forth in Exhibit A, and upon acceptance by the County, title to the goods shall pass to the County. The County shall have the right to inspect the goods upon arrival and after setup within a commercially reasonable time. The County must give notice to the vendor of any claim for damages on account of condition, quality, or grade of the goods and must specify the basis of the claim in detail. Acceptance of the goods described in this Contract is not a waiver of UCC revocation of acceptance rights or of any right of action that the County may have for breach of warranty or any other cause. Unless otherwise stated above, risk of loss from any casualty, regardless of the cause, shall be on the vendor until the title has passed to the County. If provided by the vendor, the County agrees to follow reasonable instructions regarding return of the goods. This contract is subject to the provision of no arrival, no sale terms, but proof of shipment shall be given by the vendor; each shipment to constitute a separate delivery. A variation of thirty (30) days in time of shipment or delivery from that specified in the contract does not constitute a ground for rejection.

**4. PAYMENT FOR SERVICES.** Vendor agrees to provide the goods set forth in Paragraph 2, including delivery & setup as set forth in Paragraph 3, for a total of Price of Thirty-Two Thousand, Four Hundred and Ninety-Two Dollars and 79 Cents (\$32,492.79) (the "Contract Price"). Unless Vendor has received a written exemption from the County, Vendor shall submit payment requests to the County upon delivery and completion of setup of the goods. The County will not issue payment prior to receipt of goods or services. Unless Vendor is in Breach or County is reasonably exercising some other remedy hereunder, the County's obligation for payment shall be due and payable within 21 days of the date on which title to the goods is transferred to the County, as more particularly set forth in Paragraph 3.

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**5. NONAPPROPRIATION.** All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding. Nothing in the Contract will be construed to provide Vendor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Vendor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Vendor. Vendor will have no claim of any sort to the unexpended funds.

**6. CONSTRUCTION OF CONTRACT.** The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, Exhibit A. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A.

**7. BREACH AND REMEDIES.** Failure of either party to perform any obligation of this contract shall be deemed a breach. In the event of a breach, the party asserting breach may, in addition to any remedies or rights afforded by Nevada law, cancel this Contract with respect to any executory obligations. All rights and remedies are cumulative with one another and with those provided by law; exercise of one remedy or right is not waiver of any other right or remedy afforded.

**8. DISPUTE RESOLUTION.** In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

**9. COMPLIANCE WITH APPLICABLE LAWS.** Vendor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

**10. ASSIGNMENT.** Vendor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

**11. WARRANTIES.** The services, installations, or work performed under this Contract shall be free of defects in material and workmanship for a period of 365 days following the completion of such work. The services will be provided in a professional and workman like manner and in conformity with the professional standards for comparable services in the industry, and shall comply with the applicable specifications or other requirements set forth in this Agreement. Vendor warrants and represents each of the following with respect to any goods provided under this Contract: the goods provided will be fit and sufficient for the particular purpose set forth in Paragraph 2; the goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by this Contract are ordinarily intended for use in government operations; the goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship; the goods shall conform to the standards and specifications set forth in Exhibit A; If vendor has supplied a sample to the County, the goods delivered shall conform in all respects to the sample; the goods shall be uniform and without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units; the vendor has exclusive title to the goods and shall pass title to the County free and clear of all liens encumbrances, and security interests.

**12. INDEMNIFICATION.** Vendor agrees and warrants that the purchase or use of the goods shall not infringe upon any United States or foreign patent, trademark, license, or other interest, and the vendor shall indemnify the County against all judgments, decrees, costs and expenses resulting from any alleged infringement and shall defend, upon written request of the County, at Vendor's own expense, any action which may be brought against the County, its vendees, lessees, licensees, or assignees under any claim of patent infringement in the purchase of the vendor's goods. If the County is enjoined from using such goods, the vendor shall repurchase such goods from the County at the original purchase price. The County shall notify the Vendor promptly of any such suit. If the County compromises or settles any such suit without the written consent of the vendor, the vendor shall be released from the obligation to indemnify. It is understood by both parties that the warranties created by this Contract, as well as all warranties arising by operation of law that affect the rights of the parties, shall be cumulative. The benefit of any warranty made in this Contract shall be in favor of the County and the benefit of any warranty shall apply to both personal injury and property damage.

**13. PUBLIC RECORDS LAW.** Vendor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Vendor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Vendor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

**14. LIMITED LIABILITY.** The County will not waive and intends to assert available NRS Chapter 41 Limitations in all cases. Contract liability of either party shall not be subject to punitive damages.

**15. MODIFICATION OF CONTRACT.** The Contract and the attached exhibit(s) constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

**16. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

**17. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Vendor or County.

**18. FORCE MAJEURE.** Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

**19. WAIVER.** The County's failure to insist upon Vendor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

**20. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**To County:** Douglas County  
Attn: Public Works Department, Fleet and Facilities Manager  
Post Office Box 218  
Minden, Nevada 89423

**To Vendor:** Midstate Automotive Equipment Co.  
3314 Orange Grove Ave  
North Highlands, CA 95660

21. **CONFLICT OF INTEREST.** By signing the Contract, Vendor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract.

**IN WITNESS WHEREOF**, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

**RRL Enterprises Inc. dba Midstate Automotive  
Equipment Co.**

By: \_\_\_\_\_

Name: Richard Latona  
Title: Pres. / CEO

(Date) 6 22-2021

**Douglas County**

By: \_\_\_\_\_

Patrick Cates  
Patrick Cates, County Manager

7/1/21  
(Date)



Midstate Automotive Equipment Co.

3314 Orange Grove Ave  
North Highlands, CA 95660



# Estimate

Date	Estimate #
6/3/2021	SAC4362

Bill To		Ship To		
DOUGLAS COUNTY PUBLIC WORKS PO BOX 218 MINDEN, NV 89423		DOUGLAS COUNTY PUBLIC WORKS 1110 AIRPORT ROAD BLDG 112 MINDEN, NV 89423 775-783-6437		
Cert Sm. Business #40916 (exp: 5/31/2022) CSLB# 962308; DIR# 1000019046 FEIN: 72-1601790		P.O. No	Terms	Rep
			Due on receipt	MY
Item	Description	Qty	Rate	Total
HUNWA684-CM	Aligner with Premium Large Cabinet & 27" Widescreen LCD.	1	27,191.11	27,191.11
HUN20-2511-1	Wide Angle Extender Kit-Includes Left Wide Angle Adaptor, Right Wide Angle adaptor and Bay ID Decals. Used for additional measurements.	1	175.00	175.00
HUN20-2521-1	Adjustable Tire Hooks - This kit contains 8 adjustable tire hooks L.F-214-138-1, L.R-214-140-1, R.F-214-139-1, R.R-214-141-1 which may be used with QuickGrip adaptors and Three Dimensional TI) Targets	1	738.89	738.89
HUN20-2621-1	Medium Duty Truck Spacer Kit	1	155.56	155.56
HUN20-2882-1	Cordless remote indicator	1	1,205.56	1,205.56
HUN20-2679-1	Portable Turnplate Kit - Includes 2 red turnplates, 2 red slipplates, 4 rollback ramps, turnplate bridges, 2 drive off ramps, 2 wheel chocks, mobile storage. Ramps/plates have non-skid lower surface and hook together for use on virtually any flat surface.	1	2,426.67	2,426.67
Freight	Freight charges		600.00	600.00
Phone #	Fax #	E-mail		Subtotal
707-372-2453	866-795-7581	Gil@Macco.us		
CREDIT CARD PAYMENTS. Subject to 3 % service charge for all payments using a credit card.				Sales Tax (0.0%)
Please sign to place order; if a Purchase Order is required for payment, please provide.				Total
Signature _____				

Midstate Automotive Equipment Co.

3314 Orange Grove Ave  
North Highlands, CA 95660



# Estimate

Date	Estimate #
6/3/2021	SAC4362

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DOUGLAS COUNTY PUBLIC WORKS PO BOX 218 MINDEN, NV 89423		DOUGLAS COUNTY PUBLIC WORKS 1110 AIRPORT ROAD BLDG H2 MINDEN, NV 89423 775-783-6437		
Cert Sm. Business #40916 (exp: 5/31/2022) C'SLB# 962308; DIR# 1000019046 FEIN: 72-1601790		P.O. No.	Terms	Rep
			Due on receipt	MY
Item	Description	Qty	Rate	Total
MAFCOlabor	Labor to level and shim if necessary customers Mohawk TR-25 025-025-005 to accomidate Hunter alignment machine. No Charge per Mark Young.		0.00	0 00
Phone #	Fax #	E-mail		Subtotal
707-372-2453	866-795-7581	Gil@Maeco.us		
CREDIT CARD PAYMENTS: Subject to 3 % service charge for all payments using a credit card.				Sales Tax (0.0%)
Please sign to place order; if a Purchase Order is required for payment, please provide.				Total
Signature _____				
			\$32,492.79	\$0 00
			\$32,492.79	
			Douglas County	State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

10<sup>th</sup> day of July, 2021

By Charissa Baldo Deputy