

**RESOLUTION NO. 2017-119**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT  
PARK AUTHORIZING AND APPROVING THE PURCHASE OF A NEW PUMPER  
APPARATUS FOR THE PUBLIC SAFETY DEPARTMENT**

**WHEREAS**, the City of Rohnert Park Municipal Code Title 3 Chapter 3.04; Section 3.04.020 provides that the City's purchasing functions shall be governed by the City's purchasing policy, and;

**WHEREAS**, the Department of Public Safety is proposing the purchase of a new Rosenbauer EXT Commander Chasis Type 1 Pumper, and;

**WHEREAS**, as per the City Ordinance 843, Resolution 2012-22, the Rosenbauer EXT Commander Chasis Type 1 Pumper is available for purchase through a cooperative purchase contract through NJPA with Burton's Fire, Inc., of Modesto, CA, and;

**WHEREAS**, staff recommends authorizing the purchase of a Rosenbauer EXT Commander Chasis Type 1 Pumper from Burton's Fire, Inc., of Modesto, California in the amount of \$576,460, and;

**WHEREAS**, the purchase of the new fire engine is to be funded as approved in the 17/18 budget, funding up to \$599,510 is stipulated in account 2300-9610, and;

**WHEREAS**, the Department of Public Safety requests to have access to the remaining \$23,050, if needed, for unexpected change orders in design, and;

**WHEREAS**, the City Council considered this purchase at the budget session on April 25<sup>th</sup>, 2017, and;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby authorize and approve as follows:

Section 1. The above recitals are true and correct and material to the adoption of this resolution and are incorporated herein.

Section 2. The purchase of a new fire apparatus for the Public Safety Department in the amount of \$576,460, which is described in Exhibit "A" attached hereto and incorporated by this reference, is approved.

Section 3. The City Manager is hereby directed to execute the contract in substantially similar form to Exhibit A, subject to minor revisions by the City Attorney or City Manager, and any other documents pertaining to this transaction for and on behalf of the City of Rohnert Park.


Section 4. The City Manager is authorized to approve and sign any unexpected change orders in design for the Rosenbauer EXT Commander Chasis Type 1 Pumper in an amount totaling up to \$23,050.

DULY AND REGULARLY ADOPTED this 10<sup>th</sup>, October, 2017.

CITY OF ROHNERT PARK

  
Jake Mackenzie, Mayor

ATTEST:

  
Caitlin Saldanha, Deputy City Clerk

Attachment: Exhibit A

AHANOTU: Aye BELFORTE: Aye CALLINAN: Aye STAFFORD: Aye MACKENZIE: Aye

AYES: ( 5 ) NOES: ( 0 ) ABSENT: ( 0 ) ABSTAIN: ( 0 )



To: **ROHNERT PARK DPS**  
**500 CITY CENTER DRIVE**  
**ROHNERT PARK, CA 94928**

DATE: 09/22/2017

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the Rohnert Park DPS, CA, hereinafter called the BUYER and an officer of Rosenbauer Minnesota, LLC, hereinafter called the COMPANY, the following apparatus and equipment:

<b>ROSENBAUER PUMPER APPARATUS BODY MANUFACTURED BY ROSENBAUER MINNESOTA, LLC AND SPECIFIED EQUIPMENT</b>	<b>288,528.00</b>
<b>CHASSIS MAKE, MODEL CHASSIS</b>	<b><u>\$253,157.00</u></b>
<b>100% PRE-PAY DISCOUNT:</b>	<b><u>\$-14,900.00</u></b>
<b>SUB-TOTAL:</b>	<b><u>\$526,785.00</u></b>
<b>CA STATE SALES TAX (8.625%)</b>	<b><u>\$45,435.00</u></b>
<b>DELIVERY (NON-TAXABLE)</b>	<b><u>\$4,240.00</u></b>
<b>TOTAL ...</b>	<b><u>\$576,460.00*</u></b>

**FIVE HUNDRED SEVENTY SIX THOUSAND FOUR HUNDRED SIXTY DOLLARS AND NO CENT**

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

**DELIVERY:** The estimated delivery time for the completed apparatus, is to be made 365 days after receipt of and approval of this contract duly executed, (chassis must arrive within 120 days or delivery may be delayed), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company cannot be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no changes take place during pre-construction, mid-point inspections or final inspections. Changes required or requested by the Buyer during the construction process may be cause for an Increase in the number of days required to build said apparatus.

**PAYMENT TERMS:** Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer.

**MISCELLANEOUS PROVISIONS:** This agreement shall be construed in accordance with the laws of the State of Minnesota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venued in Minnesota. The parties agree that this agreement bears a rational relationship to the State of Minnesota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

**NOTE: NJPA CCONTRACT WITH 100% PRE-PAY. PRE-PAY DUE AT THE TIME OF CONTRACT SIGNING.**

**\*INCLUDED IN ABOVE TOTAL PRICE: PRE-CON, MID-POINT & FINAL. FIRE DEPARTMENT TO PAY DELIVERY, FD HEADQUARTERS**

[www.rosenbaueramerica.com](http://www.rosenbaueramerica.com)

[info@rosenbaueramerica.com](mailto:info@rosenbaueramerica.com)

ROSENBAUER SOUTH DAKOTA, LLC.  
 100 THIRD STREET  
 P.O. BOX 57  
 LYONS, SOUTH DAKOTA 57041  
 P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.  
 5181 280TH STREET  
 P.O. BOX 549  
 WYOMING, MINNESOTA 55082  
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ROSENBAUER MOTORS, LLC.  
 5190 280TH STREET  
 P.O. BOX 549  
 WYOMING, MINNESOTA 55082  
 P: 651.462.1000

ROSENBAUER AERIALS, LLC.  
 870 SOUTH BROAD STREET  
 FREMONT, NEBRASKA 68025  
 P: 402.721.7622

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

**DEALER:** BURTON FIRE, INC.

**SALES REP:**

  
JOHN BURTON

**BUYER:**

We accept the above proposal and  
enter into contract with signature below.

\_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

**ROSENBAUER MINNESOTA, LLC**

 Title CEO  
Date 9/25/07

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