

VEHICLE RETIREMENT PROGRAM

This Contract for Services ("Contract") is made effective as of 10/30/2024 ("Effective Date") by and between PLACERVILLE POLICE DEPARTMENT ("Recipient") and NEXTGEN ALPHA UPFITTING ("Provider") of this Vehicle Retirement Program.

1. Description of Services. Beginning on the Effective Date:

Recipient shall retire the following vehicles:

Retirement program:

-2018 Ford Explorer, 101052 miles VIN 1FM5K8AR7JGA37501

-2017 Ford Explorer, 91189 miles (intermittent transmission issues) VIN 1FM5K8AR4HGC90480

-2019 Dodge Charger, 70876 miles VIN 2C3CDXAG9KH563895

-2019 Dodge Charger, 75399 miles (bad transmission) VIN 2C3CDXAG9KH563896

-2019 Dodge Charger, 79619 miles VIN 2C3CDXAG9KH563897

Provider shall credit Recipient's account with Provider the amount of \$ 30,000

(collectively. "Services")

2. Payment. The Provider agrees to pay the Recipient as follows:

Credit to your existing account at Nextgen Alpha Upfitting (Provider) to be used toward vehicle service, parts, and equipment.

In addition to any other right or remedy provided by law, if the Provider fails to pay for the retired vehicles when due, the Recipient has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

3. Term. This Contract will terminate automatically upon completion by the Provider of the Services required by this Contract.

4. Work Product Ownership. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, "Work Product") developed in whole or in part by the Provider in connection with the Services will be the exclusive property of the Provider. Upon request, the Recipient will execute all documents necessary to confirm or perfect the exclusive ownership of the Provider to the Work Product.

5. Confidentiality. The Provider and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Provider or divulge, disclose, or communicate in any manner any information that is proprietary to the Recipient. The Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written

waiver by the Recipient of these confidentiality obligations which allows the Provider to disclose the Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, the Provider will return to the Recipient all records, notes, documentation, and other items that were used, created, or controlled by the Provider during the term of this Contract.

6. Default. The occurrence of any of the following shall constitute a material default under this Contract:

(a) The failure to make a required payment or other obligations under Paragraph 1 when due.

(b) The insolvency or bankruptcy of either party.

(c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.

(d) The failure to make available or deliver the Services in the time and manner provided for in this Contract.

7. Remedies. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation the failure to deliver the retired vehicles or make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 0 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

8. Force Majeure. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party who is unable to carry out its obligations and gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party or its employees, officers, agents, or affiliates.

9. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. Entire Agreement. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

11. Severability. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

12. Amendment. This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

13. Governing Law. This Contract shall be construed in accordance with the laws of California.

14. Notice. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

15. Waiver of Contractual Right. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

16. Attorney's Fees and Collection Costs. If there is dispute relating to any provisions in this Contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.

17. Construction and Interpretation. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

18. Assignment. Neither party may assign or transfer this Contract without the prior written consent of the nonassigning party, whose consent shall not be unreasonably withheld.

19. Equipment Removal. Removal of Department-owned/coded equipment will be removed free of charge with this contract's completion. Requested items for removal will be agreed upon before acceptance of each vehicle. Examples for items to be removed are the following but not limited to:

Radio, Camera system, Recording devices, Modem, Computer system. Removal of city "Decal" markings on vehicle.

20. Harmful Equipment Removal. Removal and disposal of all harmful product found in vehicles during service (example: Prisoner area: Drugs, needles, blades. Common Vehicle areas: Weapons, Ammunition, Notes). Items found will be discussed with the department for proper disposal.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

Recipient:

By:

Date: _____

Signature _____

Title:

Address:

Agency/City:

Phone Number:

Email:

Provider:

By: Sumeet Singh

Date: _____

Signature _____