

STATE OF TEXAS                     )  
   )  
CITY OF MANOR                     )                     **PURCHASE AGREEMENT**

**THIS PURCHASE AND FINANCE AGREEMENT** (the, "Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **THE CITY OF MANOR, TEXAS**, a Texas municipal corporation (the, "City"), and **HEIL OF TEXAS**, a Texas corporation (the, "Vendor").

**WITNESSETH:**

**WHEREAS**, the City desires to purchase the equipment described in further detail on the quote attached hereto as **EXHIBIT A** and incorporated herein (the, "Quote"); and

**WHEREAS**, the following terms and conditions are required to enter into a binding contract with the City.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the City and the Vendor agree to the following:

1. Recitals. The foregoing Recitals are true, accurate, and are hereby made part of this Agreement.
2. Purchase terms. Vendor shall provide the equipment described on the Quote on a delivery date of the \_\_\_\_ day of \_\_\_\_\_, 2023 to the following location: \_\_\_\_\_.
3. Maintenance and training services. In the event that maintenance of the equipment or training on the equipment is being provided by the Vendor, Vendor shall undertake and complete these services in accordance with the terms of this Agreement.
4. Term. This Agreement shall be for a term (the, "Term") beginning on the Effective Date, entered below, and ending on the date the equipment described in the Quote are delivered and accepted by the City and any maintenance, warranty, or training services are complete and the Compensation, defined hereinbelow, has been fully paid, unless otherwise terminated by the City or Vendor.
5. Compensation. In consideration for the goods described on the Quote, the City agrees to pay to the Vendor a total of Four Hundred Fifty Five Thousand Twenty One Dollars and 87 Cents (\$455,021.87).
6. Acceptance of goods. The City shall examine the equipment described in the Quote upon receipt and shall accept or reject any goods which are damaged or otherwise insufficient. The City shall not pay for damaged or insufficient goods.
7. Warranty. Vendor warrants that the equipment described in the Quote are in good working order and are suitable for the purposes for which they are intended.
8. Termination.
  - a. Termination for Cause. This Agreement may be terminated by the City prior to its expiration if Vendor, for any reason, fails, refuses or is unable to provide the Goods in accordance with the terms of this Agreement following reasonable notice from the City and a ten-day opportunity to cure, including, but not limited to failure to perform any maintenance or training Services in a timely, safe, and effective manner.
  - b. Termination for Breach. This Agreement may be terminated by either party (the (Terminating Party")) prior to its expiration if the other party (the "Breaching Party") breaches any provision of this Agreement. In that case, the Terminating Party may pursue all remedies available at law and in equity and may seek and obtain injunctive relief against the breach or threatened breach of the Breaching Party's obligations under this Agreement.

- c. Upon termination of this Agreement for any reason, the City shall pay to Vendor pro rata compensation accrued, due and payable for any Goods received during periods prior to the effective date of such termination
9. Insurance. Vendor shall procure, at its own expense, general liability insurance with a minimum suitable for the terms of this Agreement and additional coverage sufficient to cover any liability of vendor which may arise under this Agreement as determined by the City. Vendor shall provide a certificate of insurance evidencing such coverage upon demand by the City.
10. INDEMNIFICATION. VENDOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF THE PERFORMANCE OF VENDOR'S OBLIGATIONS UNDER THIS AGREEMENT, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY.
11. Non-Discrimination. Vendor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.
12. No Third Party Benefit. The Parties are independent contractors. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.
13. Governing Law. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect, and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Travis County, Texas.
14. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code, or ordinances of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.
15. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

To the City:

City of Manor, Texas  
Attn: City Manager  
105 E. Eggleston St.  
Manor, TX 78653

To Vendor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

The Knight Law Firm  
Attn: Paige Saenz  
223 E. Anderson Ln.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
17. Amendment. This Agreement may not be amended, except by agreement in writing signed by both parties.
18. Compliance with Laws. Vendor shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.
19. Statutory Verification.
  - a. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Vendor represents that neither Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Vendor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
  - b. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Vendor represents that Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Vendor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
  - c. Vendor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
  - d. Vendor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate

an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- e. Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Vendor hereunder, Vendor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date recited above:

**THE CITY OF MANOR TEXAS**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ATTEST:**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**HEIL OF TEXAS**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_



of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- 4 Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to GCC hereunder, GCC shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

**THE CITY OF MANOR TEXAS**

**BY:**\_\_\_\_\_

**NAME:**\_\_\_\_\_

**TITLE:**\_\_\_\_\_

**ATTEST:**

**BY:**\_\_\_\_\_

**NAME:**\_\_\_\_\_

**TITLE:**\_\_\_\_\_

**GOVERNMENT CAPITAL CORPORATION**

**BY:**\_\_\_\_\_

**NAME:**\_\_\_\_\_

**TITLE:**\_\_\_\_\_