

PARTICIPATION AGREEMENT FOR THE CITY OF PLACENTIA
RESIDENT VEHICLE REBATE PROGRAM WITH
CITY OF PLACENTIA VEHICLE DEALERS

This Participation Agreement for the City of Placentia Resident Vehicle Rebate Program ("Agreement") is entered into this 19th day of April 2022, by and between the City of Placentia, a municipal corporation, and the City of Placentia Vehicle Dealer, Fairway Ford and Audi North Orange County, all collectively referred to hereafter as the "Parties."

RECITALS

1. The Parties desire to implement a City of Placentia Resident Vehicle Rebate Program whereby the City shall reimburse the amount of \$500.00 to Placentia residents for the purchase or lease of a new car from a participating Placentia Vehicle Dealer. This agreement will govern the process of reimbursement to participating dealerships that provide a corresponding discount on the purchase/lease price of a new vehicle purchased in the City of Placentia by a citizen of Placentia.

AGREEMENT

2. **Rebate Program:** The City of Placentia hereby agrees to provide to a participating dealership a rebate of \$500.00 per new vehicle purchased or leased by a citizen of Placentia, provided:

- A. The dealership documents the sale/lease of a new vehicle to an eligible City of Placentia resident under the program guidelines,
- B. Discounts the purchase price of the new vehicle an additional amount of \$500.00 from the agreed upon purchase price,
- C. Submits to the City within 30 days of the final sale date a City provided rebate request and corresponding proof of sale document under the program guidelines established by the City for administration of the Resident Vehicle Rebate Program.

3. **Dealership Responsibilities:** A dealership eligible for participation shall meet all of the following requirements:

- A. A new vehicle dealership franchise in good standing with their parent corporation.
- B. The dealership shall have no current, outstanding, or unresolved City of Placentia code violations or any legal or administrative proceedings against the City of Placentia.
- C. Meet the requirements of the City under the program guidelines established by the City Administrator or designee for the rebate program.

5. Term: The term of this Agreement shall be for a period of three (3) years with no extensions.

6. Reimbursement by City: The City shall reimburse a participating dealership within 30 days of submittal of a request for reimbursement and all required documentation required by the City to verify the sale of a new vehicle under the program guidelines. All purchases shall be bundled and submitted to the City on a monthly basis and reimbursements will be issued on a monthly basis by the City.

7. Administration: The City Administrator is hereby appointed to administer this Agreement and take all necessary actions to implement this Agreement on behalf of the City.

8. Interpretation of the Agreement:

- A. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. Any amendment to this Agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by both parties before it will be effective.
- B. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- C. This Agreement is to the benefit of, and is binding on, the parties, their respective heirs, personal representatives' successors and assigns.
- D. The captions heading the various paragraphs of this Agreement are for convenience and shall not be considered to limit, expand, or define the contents of the respective paragraphs. Masculine, feminine, or neuter gender and the singular and the plural number, shall each be considered to include the other whenever the context so requires. If either party consists of more than one person, each such person shall be jointly and severally liable. This Agreement shall be interpreted under California law and according to its fair meaning, and not in favor of or against any party.

9. Governing Law: This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this Agreement shall be brought under the jurisdiction of the Superior Court of the County of Orange, State of California.

Executed as of the first date above.

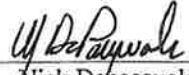
City of Placentia

By: 
Damien Arrula
Its: City Administrator

Approved as to Form:


Christian Bettenhausen, City Attorney

Fairway Ford

By: 
Nick Depasquale
Its: General Manager

Audi North Orange County

By: 
George Raysik
Its: Chief Financial Officer -
Western Region