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AGREEMENT

**30101**

THIS AGREEMENT is made and entered, in duplicate, as of April 23, 2007 for reference purposes only, pursuant to Resolution No. RES-07-0046, adopted by the City Council of the City of Long Beach at its meeting on April 3, 2007, by and between RDO EQUIPMENT CO. ("Contractor"), a Delaware corporation, located at 20 Iowa Ave., Riverside, California 92507 and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase two (2) Rockland Beach King Beach Cleaners; and

WHEREAS, the City of Newport Beach has a Contract for the purchase of Rockland Beach King Beach Cleaners, Purchase Order No. 28203 ("Newport Beach Contract"); and

WHEREAS, Resolution No. RES-07-0046 authorizes the City Purchasing Agent to purchase these Rockland Beach King Beach Cleaners from Contractor by virtue of the Newport Beach Contract;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. The Newport Beach Agreement with Contractor is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the Newport Beach Contract shall be applicable here except as follows:

a. Wherever the Newport Beach Contract refers to the City, it shall be deemed to refer to the City of Long Beach;

b. Contractor shall sell, furnish and deliver to the City equipment of substantially the same type and kind purchased by the City of Newport and on the same

1 terms and conditions offered to the City of Newport, except as modified by Exhibit "A"  
2 attached to and incorporated in this Agreement, for an amount not to exceed  
3 \$180,133.66 including tax, with a 10 percent contingency for additional equipment for a  
4 period extending until the warranty on the Rockland Beach King Beach Cleaners expires.  
5 To the extent that the Newport Beach Contract and this Agreement are inconsistent, the  
6 following priority shall govern: (1) this Agreement and (2) the Newport Beach Contract.

7 c. Payment for the equipment purchased from Contractor by the City shall  
8 be made by the City on delivery to and acceptance of the equipment by the City and  
9 submittal of an invoice to the City. Payment is due thirty (30) days after the date of the  
10 invoice.

11 d. All warranties shall accrue to the City of Long Beach.

12 e. The parties may, by mutual agreement, amend this Agreement with the  
13 approval of the City's City Council.

14 2. Neither this Agreement nor any money that becomes due to Contractor  
15 under this Agreement may be assigned by Contractor without the prior written consent of  
16 the City Manager or his designee.

17 3. Any notice given under this Agreement shall be in writing and personally  
18 delivered or deposited in the U.S. Postal Service, return receipt, and shall be delivered or  
19 mailed to Contractor at the relevant address first stated above, and to the City at 333  
20 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice shall  
21 be deemed given three days after deposit in the mail.

22 4. The terms appearing on the Newport Beach Contract are incorporated in  
23 this Agreement. Contractor is called "Vendor" in the Newport Beach Contract.

24 5. Contractor shall cooperate with the City in all matters relating to self-  
25 accrual of use tax. Contractor shall contact the City Treasurer for additional information  
26 regarding self-accrual.

27 6. This Agreement and all documents which are incorporated by reference  
28 in this Agreement constitute the entire understanding between the parties and supersede

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 all other Agreements, oral or written, with respect to the subject matter of this Agreement.  
2 If there is any legal proceeding between the parties to enforce or interpret this  
3 Agreement, or to protect or establish any rights or remedies, the prevailing party shall be  
4 entitled to its costs and expenses, including reasonable attorney's fees.

5 IN WITNESS WHEREOF, the parties have caused this document to be duly  
6 executed with all formalities required by law as of the date first stated above.

7  
8  
9 7 May, 2007

RDO EQUIPMENT CO., a Delaware  
corporation  
By *[Signature]*

10  
11 7 May, 2007

*Rick Apers, Gen Mgr*  
(Type or Print Name)  
By *Paul F. Sears*  
Paul F. Sears  
(Type or Print Name)

"Contractor"

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15  
16 21 May, 2007

CITY OF LONG BEACH, a municipal  
corporation  
By *Christine J. Shipley*  
City Manager  
**ASSISTANT**

**EXECUTED PURSUANT  
"City" TO SECTION 301 OF  
THE CITY CHARTER.**

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18  
19 This Agreement is approved as to form on 5/14,  
20 2007.

21  
22 ROBERT E. SHANNON, City Attorney  
23 By *Laura Conway*  
24 Deputy

25  
26 LAC:bg  
27 07-01913  
28 00103203.doc

# EXHIBIT “A”

Investment Proposal for:  
CITY OF LONG BEACH  
4320 OLYMPIC PLAZA  
LONG BEACH, CA 90803  
Phone: (562) 570-1595



JIM KOKER  
20 Iowa Avenue  
PO Box 1069  
Riverside, CA 92502  
Phone: (951) 682-5353  
Mobile: (951) 217-5540  
Fax: (951) 275-9130

Thank you for allowing me the opportunity to quote you this equipment. We appreciate your business. JIM

**Equipment: NEW 2007 ROCKLAND MFG NEWMODEL**

List Price \$63,424.00

**Key Features**

QT# 92603 BEACH KING

**Serial Number**

TBD (0 Approximated Hours)

Equipment Price \$80,229.30

**Attachments**

NEW 2007 ROCKLAND MFG High floations 38 x20.00-16.1 Ribbed 8-ply tires No Serial # \$2,973.31

**Additional Items**

Other Std Warranty 6 months \$0.00

**Purchase Price of this Unit: \$83,202.61**

**PROPOSAL SUMMARY**

Equipment Total	\$83,202.61
Sub Total	\$83,202.61
Estimated sales tax to apply (CALA CA LOS ANGELES 8.25%)	\$6,864.22
<b>Total Investment</b>	<b><u>\$90,066.83</u></b>

This quotation is to identify RDO Equipment will honor the same pricing structure offered to City of Newport Beach on thier recent purchase of a Rockland BeachKing. This is based on a per unit price and will be honored in multiples.

JIM KOKER  
Territory Sales Rep  
RDO EQUIPMENT CO.  
jkoker@rdoequipment.com



**CITY OF NEWPORT BEACH**  
 3300 NEWPORT BOULEVARD  
 PO BOX 1768  
 NEWPORT BEACH, CA 92658-8915  
 PURCHASING: (949)644-3065  
 ACCTS. PAYABLE: (949)644-3117

<b>PURCHASE ORDER NO.</b>
28203
Page No.
1
<b>INVOICE IN DUPLICATE</b> <i>This order number must appear on all invoices, shipping notices, bills of lading, express receipts, and packages.</i> <i>Delivery tickets shall include unit price.</i>

NOV 01 2006

VENDOR  
 0744  
 R D O EQUIPMENT CO.  
 20 IOWA AVENUE  
 RIVERSIDE CA 92507

SHIP TO  
 EQUIPMENT MAINTENANCE, BLDG D  
 CITY OF NEWPORT BEACH  
 592 SUPERIOR AVENUE  
 NEWPORT BEACH, CA 92663  
 ATTN: TOM FULTON

ORDER DATE: 10/30/06		BUYER: BILL WEST, CPPB		REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.: DESTINATION		DESC.: BEACH CLEANING MACHINE	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
Attn: Rick Ayers / Jim Koker					
Provide One (1) new, unused, 2006 Rockland Model Beach King, beach cleaning machine, per City specifications and your response to BID No. 10-3 dated 10/17/2006.					
To replace Unit # 3364					
01	1.00	EA	BEACH CLEANING MACHINE	83,202.6100	83,202.61
02	2.00	EA	TIRE RECYCLING FEE [ \$1.75 / TIRE ]	1.7500	3.50
SALES TAX:					6,448.20
P.O. Faxed 10/30/2006					
ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$ 89,654.31	
01	6120 9100	89,650.81		TOTAL \$ 89,654.31	
02	6120 9100	3.50			

ACCEPTANCE: Acceptance of this order by seller/vendor will be by acknowledgement or by delivery in whole or in part of the items called for hereunder. By accepting this order, the seller/vendor acknowledges that he has read and agrees to all terms and conditions including those printed on the reverse side of this Contract/Purchase Order. The only terms and conditions that will be applicable to the interpretation of this Contract are those issued by the City of Newport Beach.

BY Dennis C. Danner  
 CITY OF NEWPORT BEACH

**IMPORTANT GENERAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE INCORPORATED HEREIN.**

The Articles covered by this Purchase Order or Contract must conform to applicable Cal-OSHA Standards, and/or other appropriate laws, regulations, rules, and code of Federal Government and the State of California. Show as a separate item any retail sales tax, use tax or Federal tax applicable to this purchase. This order subject to California sales tax. All OUT-OF-STATE VENDORS: the CITY will pay any sales/use tax on all purchases shipped from out-of-state. All purchases and transportation charges are exempt from Federal excise tax. NOTE: All purchases are F.O.B. destination unless otherwise authorized. Charges for shipments are to be freight prepaid and added to the invoice (shown as a separate item) where so authorized. Do not include Federal transportation tax. A Newport Beach business license may be required to conduct business in the City.

Original-Vendor Copy