

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

CONTRACT

36105

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3 THIS CONTRACT ("Contract") is made and entered, in duplicate, as of May  
4 18, 2021, for reference purposes only, pursuant to Resolution No. RES-21-0043, adopted  
5 by the City Council of the City of Long Beach at its meeting on May 11, 2021, by and  
6 between MCNEILUS FINANCIAL, INC., DBA MCNEILUS TRUCK AND  
7 MANUFACTURING, a Minnesota corporation ("Contractor"), with a place of business at  
8 524 E. Highway Street, Dodge Center, MN, 55927, and the CITY OF LONG BEACH  
9 ("City"), a municipal corporation.

10 WHEREAS, there are twenty-one (21) McNeilus refuse trucks used daily by  
11 the Department of Public Works that require McNeilus refuse truck parts ("Parts"); and

12 WHEREAS, refuse trucks are complex vehicles, with extensive hydraulic  
13 and mechanical systems, which require constant maintenance and service; and

14 WHEREAS, to maintain the McNeilus refuse trucks, parts from the original  
15 equipment manufacturer are needed to ensure their contained reliable operation; and

16 WHEREAS, Contractor is the sole source provider of McNeilus refuse body  
17 truck parts in the state of California; and

18 WHEREAS, City did by Resolution No. RES-21-0043 determine that the  
19 City's need to purchase these Parts could only be met by Contractor and, by reason of  
20 the foregoing, no useful purpose would be served by advertising for bids to purchase  
21 these Parts, and to do so would constitute an idle and useless act and an unnecessary  
22 expenditure of public funds; and

23 NOW, THEREFORE, in consideration of the mutual terms and conditions  
24 contained herein, the parties agree as follows:

25 1. Contractor shall sell, furnish and deliver to City the Parts, as  
26 authorized by Resolution No. RES-21-0043 and described in Exhibit "A" attached to this  
27 Contract and incorporated by this reference.

28 2. City shall pay Contractor in due course of payments, following

1 receipt of an invoice from Contractor and upon acceptance from City, for the Parts at the  
2 prices shown in Exhibit "A," for an annual contract amount of One Hundred Thousand  
3 Dollars (\$100,000).

4           3. The term of this Contract shall be deemed to have commenced on  
5 May 11, 2021, and shall terminate at midnight on May 10, 2023, unless sooner  
6 terminated as provided in this Contract. The City shall have the option to renew the term  
7 of this Contract upon the same terms and conditions for three (3) additional one (1) year  
8 periods, at the discretion of the City Manager.

9           4. The City may terminate this Contract by giving thirty (30) days prior  
10 notice of termination to Contractor.

11           5. Neither this Contract nor any of the monies that may become due to  
12 Contractor hereunder may be assigned without the prior written consent of City Manager  
13 or their designee.

14           6. City shall have the benefit of any warranty from the manufacturer on  
15 the Parts, and Contractor warrants that the Parts are in good working order and free from  
16 defect at the time of delivery.

17           7. Contractor shall not use the name of City, its officials or employees  
18 in any advertising or solicitation for business nor as a reference without the prior written  
19 approval of City's City Manager.

20           8. In connection with performance of this Agreement and federal laws,  
21 rules and regulations, Contractor shall not discriminate in employment or in the  
22 performance of this Agreement on the basis of race, religion, national origin, color, age,  
23 sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability.

24           9. The acceptance of any services or the payment of any money by  
25 City shall not operate as a waiver of any provisions of this Agreement, or of any right to  
26 damages or indemnity stated herein. The waiver of any breach of this agreement shall  
27 constitute a waiver of any other or subsequent breach of this Agreement.

28           10. This Agreement was created as a joint effort of both parties and

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1 neither it nor any part of it shall be construed against one party as the drafter.

2 11. Termination of this Agreement shall not affect rights or liabilities of  
3 the parties which accrued prior to the termination and shall not extinguish any warranties.

4 12. This Agreement is intended by the parties to benefit themselves only  
5 and is not in any way intended or designed to or entered for the purpose of creating any  
6 benefit or right for any person or entity of any kind that is not a party to this Agreement.

7 13. The terms and conditions of this Agreement are severable. If any  
8 term or condition is held invalid, void or unenforceable, the remaining terms and  
9 conditions shall be given effect.

10 14. In the event of any conflict or ambiguity between this Agreement and  
11 any Exhibit, the provisions of this Agreement shall govern.

12 15. If there is any legal proceeding between the parties to enforce or  
13 interpret this Agreement or to protect or establish any rights or remedies hereunder, the  
14 prevailing party shall be entitled to its cost and expenses, including reasonable attorney's  
15 fees.

16 16. Any notices required hereunder or desired to be given by either party  
17 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first  
18 class postage prepaid, addressed to Contractor at the address stated herein, and to City  
19 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice  
20 shall be deemed given on the date personal delivery is made or on the date of deposit in  
21 the mail, whichever first occurs.

22 17. This Agreement shall be governed by and construed pursuant to the  
23 laws of the State of California, except those provisions of California law pertaining to  
24 conflicts of laws. Any action involving this Agreement shall be brought in the Los Angeles  
25 Superior Court, Long Beach Judicial District, or the United States District Court for the  
26 State of California located in Los Angeles.

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

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1 other agreements, oral or written, with respect to the subject matter of this Agreement.


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3 IN WITNESS WHEREOF, the parties have signed this document with all the  
4 formalities required by law as of the date first stated above.

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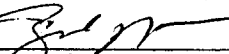
MCNEILUS FINANCIAL, INC., DBA  
MCNEILUS TRUCK AND  
MANUFACTURING COMPANY, a  
Minnesota corporation

8 \_\_\_\_\_, 2021

By   
Name TINA Robinson-Adamski  
Title VP Finance, Commercial Segment

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10 \_\_\_\_\_, 2021

By   
Name BRAD NELSON  
Title SVP + PRESIDENT, COMMERCIAL

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"Contractor"

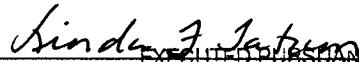
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CITY OF LONG BEACH, a municipal  
corporation

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15 November 3, 2021

By   
Name Linda J. Jackson  
City Manager  
301 OF  
THE CITY CHARTER.

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"City"

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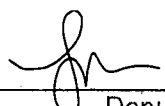
18 This Contract is approved as to form on November 3, 2021.

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CHARLES PARKIN, City Attorney

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By   
Deputy

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**EXHIBIT “A”**

# **McNeilus.**

July 23, 2021

To Our Valued Customers,

As your refuse operations provider and supplier, we are continually monitoring costs and market conditions to provide you with the best options, as well as keeping you updated on changes and trends. As you may be aware, the cost of steel, raw materials, transportation, third party components and packaging continues to rise significantly. This is putting a considerable strain on heavy duty manufacturers across the country, including McNeilus.

Because of operational efficiencies and other factors, we have been able to absorb some of the continued increases. However, as prices continue to climb, we must institute a surcharge of 4.5% on all parts and supplies.

We continue to monitor pricing trends and will remain transparent if we need to revisit this position. It is McNeilus' intention to remove the surcharge when the market begins to stabilize.

We value your partnership and thank you for your continued loyalty, please contact your account manager with any questions.

Sincerely,



**Matt McLeish**  
Vice President-Sales & Marketing  
McNeilus Truck and Manufacturing

Item Number	Item Description	Net Unit Price
0016698	NUT,HEX,LKDT 1.00-8 GC ZC	2.14
0082023	GLASS,OIL SIGHT,PLUG STYLE	15.68
0100565	WASH,FLT .62X1.31X.12 ZY HDN	0.51
0110115	SW,LT,ON/OFF,GRN	13.63
0110116	SW,ROCKER,ON/OFF,RED	13.63
0120202	NUT,FLG,LKDT .62-11 GG CW	0.94
0120990	LATCH,ACCESS DOOR,HPR	208.1
0127853	SLIDE,PERKINS,WLDT	552.34
0601450	ASSY,VALVE POWER SHUT OFF	135.12
0601712	WASH,FLT .62X2.00X.25	6.24
0602035	BUMPER,RUBBER 6X8X3	24.67
0604428	BREATHER,OIL RES	10.73
0604429	FILTER-PKR RTN	187.68
0605917	TUBE,HYD,#20,FRT BODY,BTM,RL	72.9
0614653	TUBE,HYD,#20 OVER AXLE	127.55
0636745	PLW BLK, T DOOR ASSY	258.35
0637165	PIN,CYL,T DOOR,BASE END,WLDT	33.33
0638338	SLEEVE,SWL CYL CUSHION	32.36
0643411	PIN,GBR FGR CYL ROD	58.8
0643509	PAD,CENTER REAR BUMPER	32.65
0643603	BUCKLE,GBR BELT SGL TINE	8.3
0651407	CLIPS,CABLE 7/8",ROLLOFF	27.12
1100829	HANDLE,LTCH,ACCESS DOOR ASSY,RH	52.13
1103066	STRIP,WEAR,EJR TRK,22YD,RH	136.9
1105025	CVR,HPR,PVTG,WLDT	1440.22
1105552	PIN,BTM,PKR ASSIST,WLDT	35.08
1106173	PAD-GRABBER CONTAINER STP,HEIL	9.58
1106179	WASH,FLT 1.00X2.50X.19 ZY HDN	1.24
1107193	PLT,EXT,CTNR STOP	63.95
1109482	TPR,CART,PERKINS,D6225,WLDT	3827.29
1136859	SCR,CAP,HEX .62-11X1.00 G8 ZY	0.99
1136876	SCR,CAP,HEX .62-11X5.00 G8 ZY	2.69
1137935	TUBE,HYD,EJR FORCE LIMITER	19.78
1137937	TUBE,HYD,EJR FORCE LIMITER	58.24
1140864	SPRING,K PRENE	39.58
1144125	SW,PB,E-STOP,TURN RELEASE	106.38
1145280	CYL,3.00X2.00X14.00 PACK ASST	478.2
1235795	DBL GBR FGR, STD,WLDT	862.8
1244341	SCR,CAP,HEX 1.00-8X9.50 G8 ZY	8.71
1320844	PIN,TPR CYL,ROD END,NYLATRON	35.35
1329377	HOOK,UPR,UHMW,PERKINS	42.47
1339305	SW,E-STOP,PUSH/PULL,3POS,MUSH	115.16
1419920	CYL,4.00X3.00X23.00 PKR,STD	1112.14
1419921	CYL,4.50X3.50X23.00,PKR,HD	1010.25
1457679	ARM,SWL FRM MT,W/CYL	14771.64
1459012	CYL,2.00X1.00X6.25,GBR,5/BCUSH	265.87

1462175	CANISTER,AIR,VA20/VG20,PARKER	183.34
1468838	BRKT,UPR,HK,D6225,26K,27K	82.49
1489678	LINER,HPR BTM,3/16",AR400,08	747.44
1508670	CYL,HYD 4.50X52.75,RMT,AR47	1391.9
1539764	ELEMENT,RTN FLT,10 MIC,IN TANK	47.16
1572968	PROX, 30MM, 3FT PUR, WP	38.74
1575247	WIPER,RUBBER, EJR, FWR	57.61
1582863	VALVE, CHECK, DUAL, PILOT OP	111.72
1596686	GAUGE,SIGHT,GRN LEVEL,WTEMP	23.74
1612716	JOYSTICK-SUREGRIP 5 FUNCT	225.25
1632242	CABLE END HOOK FOR 7/8" CABLE	80.74
170676GAL	CABLE,ROLL-OFF,W/BTN,.88X91FT	296.45


Price Terms - McNeilus reserves the right to adjust pricing, without written notice,  
Contract: to the City of Long Beach throughout the term of the contract  
RES-21-0043

Date: 7/31/2021

By:

Name:

Title:

  
Jason Fritz  
Sr. Director of Sales