## OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

## FIRST AMENDMENT TO AGREEMENT NO. 33963

THIS FIRST AMENDMENT TO AGREEMENT NO. 33963 is made and entered, in duplicate, as of May 9, 2017, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on July 7, 2015, by and between BRAGG INVESTMENT COMPANY, INC., dba COASTLINE EQUIPMENT ("Contractor"), a California corporation whose address is P.O. Box 727, Long Beach, CA 90801, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City did by Resolution No. RES-15-0081 determine that the City's need to purchase as-needed, John Deere agricultural and construction equipment parts and repair services could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids to purchase such agricultural and construction equipment parts and repair services; and

WHEREAS, the parties entered Agreement No. 33963 whereby Contractor agreed to provide these parts and services; and

WHEREAS, the parties desire to extend the term for an additional one-year period for a total annual amount not to exceed \$200,000, and for a total contract amount not to exceed \$600,000;

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

- 1. Section 2. of Agreement No. 33963 is hereby amended to read as follows:
  - "2. City shall pay Contractor in due course of payments, following receipt of an invoice from Contractor and upon acceptance from City, for the asneeded agricultural and construction equipment parts and repair services, the prices shown in Exhibit "A", including shipping and handling costs, a sum not to exceed Two Hundred Thousand Dollars (\$200,000) annually, with the option of

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- Section 3. Of Agreement No. 33963 is hereby amended to read as 2. follows:
- **"**3. The term of this Contract shall commence on July 1, 2015, and shall terminate at midnight on June 30, 2018, unless sooner terminated as provided herein. The parties have the option to extend the term for one (1) additional one (1) year period. The City may terminate this Contract by giving thirty (30) days prior notice of termination to Contractor."
- 3. Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 33963 are ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this document to be duly 13 executed with all formalities required by law as of the date first stated above.

5/12/17, 2017 5/12/17	BRAGG INVESTMENT COMPANY, INC., dba COASTLINE EQUIPMENT, a California corporation  By Name Buck Baird Title U.P. General Mg/L
, 2017	Name // See: Bragg Title VP/ CEO  "Contractor"
5/(9/, 2017	CITY OF LONG BEACH, a municipal corporation  By State of the city Charter City Manager  "City" Assistant City Manager

CHARLES PARKIN, City Attorney

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Deputy

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