

1 AGREEMENT

2 **30027**

3 THIS AGREEMENT is made and entered, in duplicate, as of March 1, 2007  
4 for reference purposes only, pursuant to Resolution No. RES-07-0011 adopted by the City  
5 Council of the City of Long Beach at its meeting on January 23, 2007, by and between  
6 MEASUREMENT CONTROL SYSTEMS, a California corporation ("Vendor") and the CITY  
7 OF LONG BEACH ("City"), a municipal corporation.

8 WHEREAS, City, acting through its Gas and Oil Department, desires to  
9 purchase Elster American flow regulators and meters from Vendor, and Vendor desires to  
10 sell the same to City;

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

13 1. Vendor shall furnish that certain Elster American equipment specified in  
14 Exhibit "A" attached hereto at the prices included therein, and otherwise in accordance with  
15 the terms and conditions of this Agreement.

16 2. City shall purchase such products as and when it deems necessary, but  
17 in no event shall the aggregate amount of purchases made hereunder exceed \$150,000.  
18 City shall not be obligated to make any purchase under this Agreement. The term of this  
19 Agreement shall be one (1) year from the date of execution by both parties, and the City  
20 shall have the option to extend the term of this Agreement for two additional one-year  
21 periods.

22 3. Payment for such products purchased from Vendor by City shall be made  
23 by City on delivery to and acceptance of the equipment by City and submission of an  
24 invoice to City. Payment is due thirty (30) days after the date of the invoice.

25 4. All warranties shall accrue to the City of Long Beach.

26 5. Neither this Agreement nor any money that becomes due to Vendor under  
27 this Agreement may be assigned by Vendor without the prior written consent of the City  
28 Manager or his designee.

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1                   6. Any notice given under this Agreement shall be in writing and personally  
2 delivered or deposited in the U.S. Postal Service, return receipt, and shall be delivered or  
3 mailed to the respective parties at the addresses listed below.

4  
5                   Measurement Control Systems  
6                   1331 S. Lyon Street  
7                   Santa Ana, California 92705-4608  
8                   Attn: Jay Thompson  
9                   Ph: (714) 835-0995  
10                  Tax ID: [REDACTED]

11                  City of Long Beach  
12                  Department of Gas & Oil  
13                  2400 E. Spring Street  
14                  Long Beach, California 90806  
15                  Attn: Sigmund Jacoby

16                   7. Vendor shall cooperate with the City in all matters relating to self-accrual  
17 of use tax. Vendor shall contact the City Treasurer for additional information regarding  
18 self-accrual.

19                   8. Vendor shall, with respect to all services performed hereunder, indemnify  
20 and hold harmless City, its Boards and commissions, and their officials, employees, and  
21 agents (collectively in this Section "City") from and against any and all liability, claims,  
22 demands, damage, loss, causes of action, proceedings, penalties, costs and expenses  
23 (including but not limited to attorney's fees, court costs, and expert and witness  
24 fees)(collectively "Claims" or individually "Claim") arising, in whole or in part, from: 1) any  
25 negligent act or omission of Vendor, its officers, employees, agents, invitees, or anyone  
26 under Vendor's control (collectively "Indemnitor"); 2) Vendor's breach of this Agreement;  
27 3) Vendor's misrepresentation or willful misconduct; and 4) Claims by any employee of  
28 Indemnitor relating in any way to workers' compensation. Independent of the  
indemnification duty and as a free-standing duty on the part of Vendor, Vendor shall  
defend City and shall continue such defense until the Claim is resolved, whether by  
settlement, judgment, or otherwise. No finding or judgment of negligence, fault, breach,  
or the like on the part of Indemnitor shall be required for the duty to defend to arise.

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1 Vendor shall give to City notice of any Claim within ten (10) calendar days. Likewise, City  
2 shall notify Vendor of any Claim, shall tender the defense of such Claim to Vendor, and  
3 shall assist Vendor, as may be reasonably requested, in such defense.

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

6 MEASUREMENT CONTROL SYSTEMS,  
7 a California corporation

8 4/4, 2007

By [Signature]  
President

10 4/4, 2007

David Hughes  
(Type or Print Name)

By [Signature]  
Secretary

TIM WETZEL  
(Type or Print Name)

"Vendor"

CITY OF LONG BEACH, a municipal corporation

17 4-19, 2007

**ASSISTANT**  
By [Signature]  
City Manager

**EXECUTED PURSUANT  
TO SECTION 300 City of  
THE CITY CHARTER.**

This Agreement is approved as to form on 4/12, 2007.

ROBERT E. SHANNON, City Attorney  
By [Signature]  
Deputy City Attorney

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25 07-00636

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EXHIBIT "A"  
EQUIPMENT AND PRICES  
[ATTACHED]

# Measurement Control Systems

1331 S. Lyon Street  
 Santa Ana, CA 92705  
 (800) 734-3545  
 Fax: (714) 835-1103

Long Beach Energy

Attn: Rick Sanders

Ph: 562-570-2121  
 Fx:

Mar 6, 2007	QUOTATION: PER REQUEST	SUBJECT:	PRICING
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ITEM	QTY	Part Number	DESCRIPTION	Cost Each	Extended
<b>American Meter Products</b>					
			AC250 (City of Long Beach configuration)	50.95	
			CFR-34 (Complete 3/4" filter)	27.15	
			73355G001 ( 3/4" filter element for CFR-34)	15.16	
			70019P090 ( Gasket for filter element)	0.14	
<b>American Meter Axial Flow Valve Sleeves</b>					
			73404P051 (2" H5L)	102.34	
			73404P052 (3" H5L)	179.37	
			73404P053 (4" H5L)	213.37	
			73404P054 (6" H5L)	295.70	
			73404P012 (8" H5)	681.82	
<b>WINTERS INSTRUMENTS PRODUCTS</b>					
			Q SERIES 2.5" Liquid Fill Pressure Gauges	15.75	
			PLT-15, 35, or 100 Low Pressure Test Kits (water column)	54.25	
			P2000 - P2008 (6" Test Gauges, .25%, NIST) 15 PSI thru 600 PSI	314.45	
			TG6 (Protective carrying case for 6" test gauges)	55.50	
			4.5" Process Gauges 1/4 or 1/2 Bottom (316/PET/ACR, Solid front, Safety blow out back, 0.5%)	58.58	

Terms	F. O. B.	SHIPMENT
NET 30	SANTA ANA	2-3 WEEKS

\*\* SUBJECT TO APPROVAL  
 Prices valid for 30 calendar days.

JAY THOMPSON  
 (jthompson@mcsimeters.com)