

1 AGREEMENT

2 **30092**

3 THIS AGREEMENT is made and entered, in duplicate, as of April 25, 2007
4 for reference purposes only, pursuant to Resolution No. RES-07-0039, adopted by the
5 City Council of the City of Long Beach at its meeting on March 20, 2007, by and between
6 WONDRIES CHEVROLET ("Contractor"), a California corporation and a division of
7 WONDRIES FLEET GROUP, located at P.O. Box 1340, Alhambra, California 91801-
8 3330 and the CITY OF LONG BEACH ("City"), a municipal corporation.

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

12 WHEREAS, the City desires to purchase two (2) 2007 Chevrolet Suburban
13 2500 4WD SUVs and may desire to purchase additional Chevrolet Suburban SUVs; and

14 WHEREAS, the County of Los Angeles has a contract for the purchase of
15 these Chevrolet Suburban SUVs under the Cooperative Purchase Provision of the
16 County of Los Angeles, Purchase Order No. 31088048 ("Los Angeles Contract"); and

17 WHEREAS, Resolution No. RES-07-0039 authorizes the City Purchasing
18 Agent to purchase these Chevrolet Suburban SUVs from Contractor by virtue of the Los
19 Angeles Contract;

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

22 1. The Los Angeles Contract with Contractor is incorporated by this
23 reference as if fully set forth, and the same terms and conditions contained in the Los
24 Angeles Contract shall be applicable here except as follows:

25 a. Wherever the Los Angeles Contract refers to the County of Los Angeles,
26 it shall be deemed to refer to the City of Long Beach;

27 b. Contractor shall sell, furnish and deliver to the City equipment of
28 substantially the same type and kind purchased by the County of Los Angeles and on the

1 same terms and conditions offered to the County of Los Angeles, except as modified by
2 Exhibit "A" attached to and incorporated in this Agreement, for an amount not to exceed
3 \$81,040.46 including tax, for a period extending until the warranty on the Chevrolet
4 Suburban SUVs expires. To the extent that the Los Angeles Contract and this
5 Agreement are inconsistent, the following priority shall govern: (1) this Agreement and (2)
6 the Los Angeles 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 Los Angeles Contract are incorporated in
23 this Agreement. Contractor is called "Vendor" in the Los Angeles 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 WONDRIES CHEVROLET, a California
8 corporation and a division of WONDRIES
9 FLEET GROUP

10 5-4, 2007

By [Signature]

Paul Wondries
(Type or Print Name)

11 5-4, 2007

By [Signature]

CARRIE STONE
(Type or Print Name)

"Contractor"

16 CITY OF LONG BEACH, a municipal
17 corporation

18 5-21, 2007

By Christine J. Shipley
Assistant
City Manager

"City"

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

20 This Agreement is approved as to form on 5/14,
21 2007.

22 ROBERT E. SHANNON, City Attorney

23 By [Signature]
24 Deputy

EXHIBIT "A"



FLEET DIVISION

1247 West Main Street, P.O. Box 3850, Alhambra, CA 91803
626/457-5590 626/457-5593 Fax

January 23, 2007

Mr. John Seevers
City Of Long Beach
2600 Temple Ave
Long Beach, CA 90806
Delivery Via Email

Dear Mr. Seevers,

In response to your inquiry, we are pleased to submit the following for your consideration:

Wondries Fleet Group will sell, service and deliver at the City Of Long Beach, new/unused 2007 Chevrolet Suburban 2500 4WD SUVs responding to your requirements with the attached specifications for \$ 37,424.00 plus tax. These vehicles are available under the Cooperative Purchase Provision of the County of Los Angeles bid PO# 31088048.

Terms are net 20 days.

Delivery is 120-150 days A.R.O.

Sincerely

John Oviyach
Wondries Fleet Group

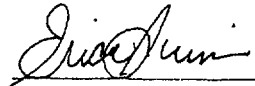




LA COUNTY AGPS
INTERNAL SERVICES DEPARTMENT
PURCHASE ORDER

T40119

DATE PRINTED	ORDER NUMBER
08/01/06	31088048

BILL TO: SHERIFF SHERIFF'S DEPARTMENT L.A. COUNTY SHERIFF'S 1104 N.EASTERN AVE #50 LOS ANGELES, CA 90063		ALL TERMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS ORDER AS IF FULLY REPRODUCED HEREIN.							
PURCHASING AGENCY NO.: 159000		ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: ERICA QUINIO (323) 267-2276-0000							
VENDOR NAME, STREET, CITY, STATE, ZIP CODE: BOB WONDRIES FORD WONDRIES FLEET GROUP 1247 W. MAIN ST. ALHAMBRA, CA 91801-3330		SHIP FOB DESTINATION TO: (UNLESS SPECIFIED ELSEWHERE) SHERIFF COMMUNICATIONS & FLEET MGMT BUREAU 1104 N. EASTERN AVE. DOOR #50 LOS ANGELES, CA 90063							
CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) BRIAN MORAN, LIEUTENANT (323) 267-2167-0000									
VENDOR NO. 042117 -04	AWARD CODE 1	SOLIC CODE R	BUYER CODE 073	COMPL CODE F	REQ NUMBER 11026957	AGENCY REQ NUMBER 358001	SOLICIT NUMBER 225703	CONTRACT NUMBER	REQ AGENCY: SH0770 SHERIFF
PROMPT PAYMENT TERMS NONE		DELIVERY TERMS/FOB POINT 21 DAYS ARO DESTINATION		VENDOR REFERENCE NUMBER		TOTAL AMOUNT OF ORDER \$ 40,511.50			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT				
00001	COMMODITY CODE: 070-42-000000 SALES TAX AMOUNT: BRAND NAME: 2007 CHEVROLET MODEL NUMBER: SUBURBAN VEHICLE - SPORT UTILITY - 4 X 4 - 8,600 LBS GVWR - 6.0 L / V8 ENGINE - SHERIFF'S EMERGENCY SERVICES DETAIL - PER THE ATTACHED SPECIFICATION LABELED "EXHIBIT A" PRICES ARE EXCLUSIVE OF FEDERAL EXCISE TAX. EXEMPT CERTIFICATE NO. 95 7400 14K. REQ. #358001 N&A SH0770 FUND/ORG 15778-840 ACCT 6049	1.000	EA	\$ 37,424.02	\$ 37,424.02	\$ 3,087.48			
 COUNTY OF LOS ANGELES									