

1 AGREEMENT

2 29421

3 THIS AGREEMENT is made and entered, in duplicate, as of October 20,  
4 2005 for reference purposes only, pursuant to a minute order adopted by the City Council  
5 of the City of Long Beach at its meeting held on October 18, 2005, by and between  
6 SANOFI PASTEUR, INC., a Delaware corporation, formerly known as Aventis Pasteur,  
7 with a business office at Discovery Drive, Swiftwater, Pennsylvania 18370 ("Contractor"),  
8 and the CITY OF LONG BEACH, a municipal corporation, located at 333 West Ocean  
9 Boulevard, Long Beach, California 90802 ("City");

10 WHEREAS, City provides communicable disease and travel vaccines for  
11 public health clinics, protecting the community by preventing the spread of diseases from  
12 other countries; and

13 WHEREAS, because the amount for vaccinations was expected to be less  
14 than \$100,000, Blanket Purchase Order No. BPLB03000265 ("Purchase Order") was  
15 issued by City; and

16 WHEREAS, the number of clients seen in the clinics has steadily increased,  
17 requiring an increase in expenditures by the City that will exceed \$100,000, so that a  
18 contract is now required;

19 NOW, THEREFORE, in consideration of the mutual covenants herein  
20 contained, it is agreed as follows:

21 1. Contractor shall continue to provide communicable disease and travel  
22 vaccines for public health clinics at mutually agreeable locations as described in the  
23 Purchase Order, attached to this Agreement as Exhibit "A" and incorporated by this  
24 reference. City shall pay to Contractor an amount not to exceed \$150,000.00. As of  
25 October 18, 2005, Contractor has already been paid approximately \$78,835.00. As a  
26 result, the total contract amount (not to exceed \$150,000.00) shall be reduced by actual  
27 accumulated payments made under the Purchase Order as of October 18, 2005.

28 2. The term of this Agreement shall commence on January 1, 2005 (which

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

1 is the commencement date of the Purchase Order) and shall end on December 31, 2005  
2 provided, however, that City shall have the right to terminate this Agreement without  
3 penalty and without cause by giving thirty (30) days prior notice to Contractor.

4           3. Any notice which, under the terms of the Agreement, must be given or  
5 made by either party, shall be in writing and personally delivered or deposited in the U.S.  
6 Postal Service, certified or registered mail, return receipt, addressed to Contractor at the  
7 address first stated above and to City at 333 West Ocean Boulevard, 13<sup>th</sup> Floor, Long  
8 Beach, CA 90802 Attn: City Manager.

9           Notice or other communication shall be deemed to have been given or made  
10 on the date personal delivery is made or the date shown on the return receipt. Addresses  
11 for notice may be changed at any time by giving thirty (30) days prior notice.

12           4. This Agreement may be changed only by a written amendment executed  
13 by the authorized representative of the parties. No amendment or modification shall be  
14 made by course of performance, course of dealing or usage of trade. This Agreement  
15 shall be governed by the laws of the State of California, excluding those laws relating to  
16 conflicts of laws.

17           5. Contractor shall not assign or transfer this Agreement without the prior  
18 written consent of City. Any transfer or assignment without City's prior written consent shall  
19 constitute a material default of this Agreement and shall be void ab initio.

20           6. If one or more of the provisions contained in this Agreement are, for any  
21 reason, held to be unenforceable under the laws of California, such unenforceability shall  
22 not effect any other provision of this Agreement.

23           7. In the performance of this Agreement, Contractor shall not discriminate  
24 against any employee or applicant for employment because of race, religious creed, color,  
25 national origin, ancestry, physical handicap, medical condition, AIDS, HIV status, marital  
26 status, sexual preference, sex, or age.

27           8. The acceptance of services or the payment of money by City shall not  
28 operate as a waiver of any provision of this Agreement, or of any right to damages. The

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1 waiver of a breach shall not constitute a waiver of any other or subsequent breach.

2 9. If there is any legal proceeding between the parties to enforce or interpret  
3 this Agreement or to protect or establish any rights or remedies under this Agreement, then  
4 the prevailing party shall be entitled to its reasonable attorney's fees and court costs.

5 10. If there is any conflict between the Purchase Order and this Agreement,  
6 then this Agreement shall govern.

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

9 SANOFI PASTEUR, INC., a Delaware corporation,  
10 formerly known as Aventis Pasteur  
\_\_\_\_\_, 2005 By: *m. Brider*

11 Officer's Title: Manager, Government Contracts

12 \_\_\_\_\_, 2005 By: *R. A. Griffin*

13 Officer's Title: VICE PRESIDENT, FINANCE

14 "Contractor"

15 CITY OF LONG BEACH, a municipal corporation

16 *Dec. 30*, 2005 By: *Christine J. Shipp* ASSISTANT  
17 City Manager

18 "City"

EXECUTED  
TO SECRETARY OF  
THE CITY CHAIRMAN

19 This Agreement is approved as to form on *12/27*, 2005.

20 ROBERT E. SHANNON, City Attorney

21 By *D. J. Guin*  
22 Senior Deputy

23 DFG:dfe 11/02/05;11/16/05(AGR\_ProvideVaccines-SanofiPasteur) #05-05247

24 L:\APPS\CtyLaw32\WPDOCS\ID002\I004\00081813.WPD

25

**EXHIBIT "A"**

BLANKET PURCHASE ORDER

BPO ID: BPLB03000265

PRINT DATE: 02/13/2003

PAGE: 01

TO CONTRACTOR:  
AVENTIS PASTEUR  
1645 OAK ST

LAKWOOD NJ 08701

SHIP TO:  
AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS  
CONCERNING THIS ORDER TO:  
BLUEFORD LENORE 5384 ASST BUYER  
570-5384

ITB ID	F.O.B. POINT	EXPR DATE	DISCOUNT	TERMS	CONTRACT AMOUNT
	DESTINATION	01/03/2004		NET 30	100,000.00

TERMS:

TERM ORDER FOR THE PERIOD COMMENCING 01/03/2003 TO 01/03/2004 FOR FURNISHING AND DELIVERING VACCINES TO THE CITY OF LONG BEACH IN ACCORDANCE WITH DEPT NEEDS AND/OR FUND AVAILABILITY.

DEPARTMENT CONTACT: RICHARD SANCHEZ (562) 570-4010

VENDOR CONTRACT: TAMI SHAFER (717) 839-4445

VACCINES INCLUDE: RABIES IMMUNE GLOBULIN; RABIES; JAPANESE ENCEPHALITIS VIRUS; MENINGOCOCCAL; TETANUS/DIPHThERIA; TYPHOID AND YELLOW FEVER; AND TUBERSOL FOR TB SKIN TEST.

PRICES AS PER THE PASTEUR PUBLISHED PRICE LIST.

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST	MAX COST
1	269-80		EA		
	SERUMS, TOXOIDS, AND VACCINES				
2	269-36		EA		
	DIAGNOSTIC AGENTS				

END OF ITEM LIST

BLANKET PURCHASE ORDER

BPO ID: BPLB03000265

PRINT DATE: 02/13/2003

PAGE: 02

AUTHORIZED CALLERS

AUTHORIZED CALLER ID	CALLERS NAME	AUTHORIZATION DOLLAR LIMIT	PHONE NUMBER
LEBLUEF	BLUEFORD LENORE 5384 ASST BUYE	\$20,000.00	570-5384
RISANCE	SANCHEZ RICHARD 4010 REQ/PRINT	\$20,000.00	570-4010

TERMS:

\*\*\*\*\*  
 THIS BPO NUMBER SHOULD NOT BE USED ON THE INVOICE. ONLY THE PO NUMBER PROVIDED BY THE USING DEPARTMENT SHOULD BE USED. FAILURE TO OBTAIN THE PO NUMBER AND PROVIDE THAT NUMBER TO THE CITY ON ALL INVOICES WILL RESULT IN DELAYS IN PAYMENT.  
 \*\*\*\*\*

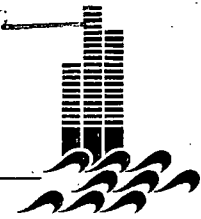
\*\*\*\*\*  
 THE GENERAL CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE.  
 \*\*\*\*\*

\*\*\*\*\*  
 PRICES SHALL BE IN ACCORDANCE WITH THOSE EXTENDED TO OTHER GOVERNMENTAL AGENCIES. APPLICABLE STATE AND COUNTY SALES TAX WILL BE ADDED TO INVOICE.  
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THIS PURCHASE ORDER AMOUNT IS ONLY AN ESTIMATE. THE CITY NEITHER WARRANTS NOR GUARANTEES THAT THE TOTAL PURCHASE ORDER AMOUNT WILL BE REACHED.

SIGNATURE OF AUTHORIZED PERSON *Jane Vandenberg* DATE: FEB 13 2003

\*\*\*\*\* LAST PAGE \*\*\*\*\*



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

333 W. OCEAN BLVD., PLAZA LEVEL • LONG BEACH, CA 90802 • (562) 570-6362 • FAX (562) 570-5099

PURCHASING DIVISION

January 10, 2005

Aventis Pasteur  
Attn: Lisa Arana  
1645 Oak Street  
Lakewood, NJ 08701

**SUBJECT: BLANKET PURCHASE ORDER CHANGE NOTICE – BPHE03000265 for Furnishing and Delivering Vaccines**

Dear Supplier:

This letter serves as notice to your company that the City of Long Beach has issued a change order against the Blanket Purchase Order indicated above.

**The change reflects the following:**

- Extend the term to January 3, 2006 – Renewal 2
- Add funds in the amount of \$100,000
- Reduce funds in the amount of \$
- Cancel Order
- Other:

**Prices during the remainder of the term:**

- Shall remain firm.
- Shall increase by.
- Shall be in accordance with the updated price schedule submitted, dated January 2004.
- Shall be in accordance with the discounts allowed in your original bid.
- Other:

The contract amount shall not be exceeded, including tax, without my written authorization. The attached General Terms and Conditions shall apply to all BPO Releases (Department Purchase Orders). If you have any questions regarding this matter, please contact Lenore Blueford, Buyer at (562) 570-5384.

Sincerely,

Jana Vandenburg  
City Purchasing Agent

lp