

1 AGREEMENT

2 **30585**

3 THIS AGREEMENT is made and entered, in duplicate, as of January 8, 2008,
4 pursuant to Resolution No. RES-08-0002 adopted by the City Council of the City of Long
5 Beach at its meeting on January 8, 2008, by and between TRI-PACIFIC SUPPLY, INC.
6 ("Vendor") and the CITY OF LONG BEACH ("City"), a municipal corporation.

7 WHEREAS, City, acting through its Gas and Oil Department, desires to
8 purchase from Vendor various parts and equipment relating to natural gas supply systems
9 manufactured by Dresser Pressure Regulation Group, Philpott Corporation, ABB, Inc., and
10 A and N Enterprises, Inc., and Vendor desires to 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 those certain parts and equipment specified in Exhibit
14 "A" attached hereto at the prices included therein, and otherwise in accordance with the
15 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. This Agreement
19 shall be effective for a period of one year, and the City Manager, or designee, shall have
20 the option to extend the term of this Agreement for two additional periods of one-year each,
21 during which extension periods the same terms and conditions shall apply.

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.

6. Any notice given under this Agreement shall be in writing and personally

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City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
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1 delivered or deposited in the U.S. Postal Service, return receipt, and shall be delivered or
2 mailed to the respective parties at the addresses listed below.

3 Tri-Pacific Supply, Inc.
4 4345 Pacific Street
5 Rocklin, California 95677
6 Attn: Mr. Claude Transue
7 Tel: (916) 630-2323
8 Tax ID: [REDACTED]

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

14 7. Vendor shall cooperate with the City in all matters relating to self-accrual
15 of use tax. If requested by City, Vendor shall contact the City Treasurer for additional
16 information regarding self-accrual.

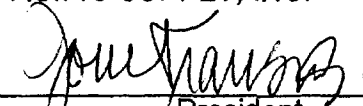
17 8. Vendor shall, with respect to all services performed hereunder, indemnify
18 and hold harmless City, its Boards and commissions, and their officials, employees, and
19 agents (collectively in this Section "City") from and against any and all liability, claims,
20 demands, damage, loss, causes of action, proceedings, penalties, costs and expenses
21 (including but not limited to attorney's fees, court costs, and expert and witness
22 fees)(collectively "Claims" or individually "Claim") arising, in whole or in part, from: 1) any
23 negligent act or omission of Vendor, its officers, employees, agents, invitees, or anyone
24 under Vendor's control (collectively "Indemnitor"); 2) Vendor's breach of this Agreement;
25 3) Vendor's misrepresentation or willful misconduct; and 4) Claims by any employee of
26 Indemnitor relating in any way to workers' compensation. Independent of the
27 indemnification duty and as a free-standing duty on the part of Vendor, Vendor shall
28 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.
Vendor shall give to City notice of any Claim within ten (10) calendar days. Likewise, City
shall notify Vendor of any Claim, shall tender the defense of such Claim to Vendor, and

1 shall assist Vendor, as may be reasonably requested, in such defense.

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

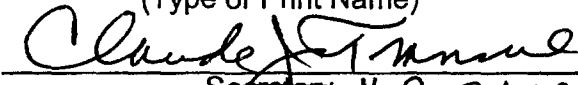
4 TRI-PACIFIC SUPPLY, INC.

5 2-8-, 2008

By 
President

JONI TRANSUE
(Type or Print Name)

8 2-8-, 2008

By 
Secretary V.P. Sales

CLAUDE TRANSUE
(Type or Print Name)

"Vendor"

CITY OF LONG BEACH, a municipal corporation

14 March 3, 2008


By  Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

17 This Agreement is approved as to form on 2-22, 2008.

18 ROBERT E. SHANNON, City Attorney

19 By 
Deputy City Attorney

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333 West Ocean Boulevard
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Telephone (562) 570-2200

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EXHIBIT "A"
EQUIPMENT AND PRICES
[ATTACHED]

Tri Pacific

Part	Type	Price	Est Qty	Total
Detection	Sensit	\$1,400.00	15-30	\$42,000.00
Filters	Philpot	\$9.00	2000-3000	\$27,000.00
Totalflow	BTU/FCU's	Various	3-5	\$50,000.00
Mooney	City regs	\$1500-\$5000	4-8	\$30,000.00
				\$149,000.00
Estimated	Usage	2008		\$150,000.00