

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

AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of December 31, 2015, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on December 22, 2015, by and between GALLS, LLC, a limited liability company ("Contractor"), with a business office located at 2789 Long Beach Boulevard, Long Beach, California 90806, and the CITY OF LONG BEACH, a municipal corporation, located at 333 West Ocean Boulevard, Long Beach, California 90802 ("City");

WHEREAS, City requires specialized services for the furnishing, servicing and delivery of uniforms and accessories to the Long Beach Police Department; and

WHEREAS, City entered into Contract No. 32483 ("Contract"), whereby Contractor agreed to provide such services: and

WHEREAS, upon expiration of Contract, an interim Purchase Order BPPD16000001 ("Purchase Order"), was executed through December 31, 2015, to allow City staff time to complete a competitive bid process without an interruption of services; and

WHEREAS, the bid process is still pending; and

WHEREAS, it is necessary to extend the term of the Purchase Order through June 30, 2016, and increase the amount by \$300,000, for a total not to exceed amount of \$400,000; and

WHEREAS, the need for said specialized services requires an increase in expenditures by the City that will exceed \$200,000, so that a contract is now required;

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

1. Contractor shall continue to provide specialized services for the furnishing, servicing, and delivery of uniforms and accessories to the Long Beach Police Department as described in the Purchase Order, attached to this Agreement as Exhibit "A"

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CITY CLERK  
LONG BEACH, CA  
16 FEB 10 PM 4:09

1 and incorporated by this reference. City shall pay to Contractor an amount not to exceed  
2 \$400,000.00. As of January 13, 2016, Contractor has already been paid approximately  
3 \$50,979.56. As a result, the total contract amount (not to exceed \$400,000.00) shall be  
4 reduced by actual accumulated payments made under the Purchase Order as of January  
5 13, 2016.

6 2. The term of this Agreement shall commence on October 1, 2015,  
7 (which is the commencement date of the Purchase Order) and shall end on June 30, 2016,  
8 provided, however, that City shall have the right to terminate this Agreement without  
9 penalty and without cause by giving thirty (30) days prior notice to Contractor.

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

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

18 4. This Agreement may be changed only by a written amendment  
19 executed by the authorized representative of the parties. No amendment or modification  
20 shall be made by course of performance, course of dealing or usage of trade. This  
21 Agreement shall be governed by the laws of the State of California, excluding those laws  
22 relating to conflicts of laws.

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

26 6. If one or more of the provisions contained in this Agreement are, for  
27 any reason, held to be unenforceable under the laws of California, such unenforceability  
28 shall not affect any other provision of this Agreement.



1           7. In connection with performance of this Agreement and subject to  
2 federal laws, rules and regulations, Contractor shall not discriminate in employment or in  
3 the performance of this Contract on the basis of race, religion, national origin, color, age,  
4 sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. It is the  
5 policy of the City to encourage the participation of Disadvantaged, Minority and Women-  
6 Owned Business Enterprises, and the City encourages Contractor to use its best efforts to  
7 carry out this policy in the award of all subcontracts.

8           8. The acceptance of services or the payment of money by City shall not  
9 operate as a waiver of any provision of this Agreement, or of any right to damages. The  
10 waiver of a breach shall not constitute a waiver of any other or subsequent breach.

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

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

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

January 19, 2016

GALLS, LLC, a limited liability company  
By [Signature]  
Name Mike Wessner  
Title Chief Executive Officer

\_\_\_\_\_, 2016

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Contractor"

2/9, 2016

CITY OF LONG BEACH  
By [Signature]  
City Manager

"City"

This Agreement is approved as to form on February 1, 2016.

CHARLES PARKIN, City Attorney  
By [Signature]  
Deputy

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





# EXHIBIT "A"





City of Long Beach  
 City Purchasing Agent  
 333 W. Ocean Blvd./7th Floor  
 Long Beach, CA 90802

# PURCHASE ORDER

BPO ID: BPPD16000001

PRINT DATE: 10/07/2015

PAGE: 01

\*\* ORIGINAL \*\*

GALLS LLC

17600 FABRICA WAY  
 CERRITOS

CA 90703

SHIP TO:  
 AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS  
 CONCERNING THIS ORDER TO:  
 MICHELLE KING  
 TEL: (562)570-6020

ITB ID	EXPR DATE	F.O.B. POINT	DISCOUNT TERMS	CONTRACT AMOUNT
	12/31/2015	DESTINATION	NET 30	100,000.00

TERMS:

INTERIM PURCHASE ORDER FOR THE PERIOD 10/11/15 TO 12/31/15  
 FURNISHING AND DELIVERING LONG BEACH POLICE DEPARTMENT UNIFORMS  
 IN ACCORDANCE WITH DEPARTMENT NEEDS AND/OR FUND AVAILABILITY.

ITEM COMMODITY ID	U/M	UNIT COST
001 200-72		

END OF ITEM LIST

AUTHORIZED SIGNATURE:

*Jason B. MacDonald*

DATE:

10-07-2015

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

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562/570-6200.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of Kentucky

County of Fayette

On 1-19-16 Before me, Nancy Faulconer - Notary  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Mike Wessner  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Nancy Faulconer #509690  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S) TITLE(S)
  - LIMITED
  - GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES):  
\_\_\_\_\_  
\_\_\_\_\_

