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

<u>AGREEMENT</u>

THIS AGREEMENT is made and entered, in duplicate, as of February 3, 2016, 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 February 2, 2016, 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 Fire Department; and

WHEREAS, City entered into Contract No. 32607 ("Contract"), whereby Contractor agreed to provide such services; and

WHEREAS, upon expiration of Contract, an interim Purchase Order BPFD16000001 ("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 \$185,000, for a total not to exceed an amount of \$285,000; 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 Fire Department as described in the Purchase Order, attached to this Agreement as Exhibit "A"

and incorporated by this reference. City shall pay to Contractor an amount not to exceed \$285,000.00. As of January 12, 2016, Contractor has already been paid approximately \$99,920.49. As a result, the total contract amount (not to exceed \$285,000.00) shall be reduced by actual accumulated payments made under the Purchase Order as of January 12, 2016.

- 2. The term of this Agreement shall commence on October 1, 2015, (which is the commencement date of the Purchase Order) and shall end on June 30, 2016, provided, however, that City shall have the right to terminate this Agreement without penalty and without cause by giving thirty (30) days prior notice to Contractor.
- 3. Any notice which, under the terms of the Agreement, must be given or made by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, certified or registered mail, return receipt, addressed to Contractor at the address first stated above and to City at 333 West Ocean Boulevard, 13th Floor, Long Beach, CA 90802, Attn: City Manager.

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

- 4. This Agreement may be changed only by a written amendment executed by the authorized representative of the parties. No amendment or modification shall be made by course of performance, course of dealing or usage of trade. This Agreement shall be governed by the laws of the State of California, excluding those laws relating to conflicts of laws.
- 5. Contractor shall not assign or transfer this Agreement without the prior written consent of City. Any transfer or assignment without City's prior written consent shall constitute a material default of this Agreement and shall be void ab initio.
- 6. If one or more of the provisions contained in this Agreement are, for any reason, held to be unenforceable under the laws of California, such unenforceability shall not affect any other provision of this Agreement.

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- 8. The acceptance of services or the payment of money by City shall not operate as a waiver of any provision of this Agreement, or of any right to damages. The waiver of a breach shall not constitute a waiver of any other or subsequent breach.
- 9. If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies under this Agreement, then the prevailing party shall be entitled to its reasonable attorney's fees and court costs.
- 10. If there is any conflict between the Purchase Order and this Agreement, then this Agreement shall govern.

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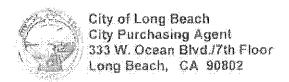
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly 4 executed with all formalities required by law as of the date first stated above. 2 3 GALLS, LLC, a limited liability company Δ 2016 By February 8 5 Name Title Chief Executive Officer 6 7 "Contractor" 8 CITY OF LONG BEACH 9 EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER. City Manager 10 Assistant City Manager 14 "City" 12 This Agreement is approved as to form on Fe 13 CHARLES PARKIN, City Attorney 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

BID NUMBER PA-01408

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of	Kentraka						
County of	Yewette						
On	<u>∂-8-U</u> Before	e me, Nancy Fau (Gyler - Notary) NAME TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"					
Personally appeared MIChael Wessher NAME(S) OF SIGNER(S)							
persona	ally 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.					
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		SIGNATURE OF NOTARY					
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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.							
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EXHIBIT "A"



PURCHASE ORDER

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DEPT THAT USES THE BPO WILL CREATE THEIR OWN PO RELEASE AGAINST THE BPO. PO RELEASE WILL BE SENT TO YOU EITHER VIA US MAIL OR FAX. THE CITY PURCHASING AGENT'S SIGNATURE WILL NOT APPEAR ON THE RELEASE; AN

CONTINUED, NEXT PAGE

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

PURCHASE ORDER

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