

AGREEMENT

34208

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 BPDFD16000001 ("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"

1 and incorporated by this reference. City shall pay to Contractor an amount not to exceed
2 \$285,000.00. As of January 12, 2016, Contractor has already been paid approximately
3 \$99,920.49. As a result, the total contract amount (not to exceed \$285,000.00) shall be
4 reduced by actual accumulated payments made under the Purchase Order as of January
5 12, 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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1 IN WITNESS WHEREOF, the parties have caused this Agreement to be duly
2 executed with all formalities required by law as of the date first stated above.

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4 GALLS, LLC, a limited liability company

5 February 8, 2016

By 

Name Michael P. Wessner

Title Chief Executive Officer

7 "Contractor"

8 CITY OF LONG BEACH

9 Feb. 25, 2016

By 

City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Assistant City Manager

11 "City"

12 This Agreement is approved as to form on February 16, 2016.

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14 CHARLES PARKIN, City Attorney

15 By 

16 Deputy

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Kentucky

County of Jayette

On 2-8-16 Before me, Nancy Faulconer - Notary
DATE NAME/TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Michael 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
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
TITLE(S)
☐ PARTNER(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 IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”



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

PURCHASE ORDER

BPO ID: BPF016000001

PRINT DATE: 01/07/2016

PAGE: 01

REVISED

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

ITE ID	EXPR DATE	F.O.B. POINT	DISCOUNT TERMS	CONTRACT AMOUNT
	02/15/2016	DESTINATION	NET 30	100,000.00

TERMS:

EXTEND TERM OF INTERIM PURCHASE ORDER TO 02/15/16.

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

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

END OF ITEM LIST

THIS BLANKET PURCHASE ORDER IS BEING SENT TO YOU FOR YOUR FILES. EACH
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

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



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

PURCHASE ORDER

BPO ID: BPDF16000001

PRINT DATE: 01/07/2016

PAGE: 02

** REVISED **

AUTHORIZED PERSON IN THAT DEPT WILL SIGN THE RELEASE. SHIPMENT OR SERVICE SHALL BE MADE AGAINST THE RELEASE PO NUMBER.

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.

QUESTIONS REGARDING THIS BLANKET PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS SHOWN ON THE BPO.

ISSUANCE OF THE PURCHASE ORDER BY THE CITY CONSTITUTES ACCEPTANCE OF SUPPLIER'S OFFER ON THE TERMS AND CONDITIONS STATED HEREIN AND IN ANY ADDENDUM HERETO.

TOTAL ESTIMATED EXPENDITURES (CONTRACT AMOUNT) ARE NOTED HEREIN. THE CONTRACT AMOUNT SHALL NOT BE EXCEEDED, INCLUDING TAX, WITHOUT WRITTEN AUTHORIZATION.

PRICES SHALL BE IN ACCORDANCE WITH THOSE EXTENDED TO OTHER GOVERNMENTAL AGENCIES. APPLICABLE STATE AND COUNTY SALES TAX WILL BE ADDED TO INVOICE.

THIS PURCHASE ORDER AMOUNT IS ONLY AN ESTIMATE. THE CITY NEITHER WARRANTS NOR GUARANTEES THAT THE TOTAL PURCHASE ORDER AMOUNT WILL BE REACHED.

AUTHORIZED SIGNATURE:

Jason B. MacDonald
***** LAST PAGE *****

01 - 07 - 2016
DATE: _____

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