

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

1 ASSIGNMENT, ASSUMPTION, CONSENT, AND SECOND AMENDMENT TO

2 AGREEMENT NO. 34427

3 34427

4 THIS ASSIGNMENT BY GRP2 UNIFORMS INC. DBA KEYSTONE
5 UNIFORMS TO AND ASSUMPTION BY GALLS, LLC OF THE RIGHTS AND
6 OBLIGATIONS OF GRP2 UNIFORMS INC. DBA KEYSTONE UNIFORMS UNDER
7 AGREEMENT NO. 34427 BETWEEN THE CITY OF LONG BEACH AND GRP2
8 UNIFORMS INC. DBA KEYSTONE UNIFORMS, CONSENT THERETO, AND SECOND
9 AMENDMENT TO SUCH AGREEMENT is made and entered, in triplicate, as of January
10 16, 2020, for reference purposes only, by and among the CITY OF LONG BEACH, a
11 municipal corporation ("CITY"), pursuant to a minute order adopted by the City Council of
12 the City of Long Beach at its meeting on May 24, 2016; GRP2 UNIFORMS INC. DBA
13 KEYSTONE UNIFORMS, a California corporation ("KEYSTONE"); and GALLS, LLC, a
14 Delaware limited liability company ("GALLS").

15 WHEREAS, the CITY and KEYSTONE entered into Agreement No. 34427
16 whereby KEYSTONE agreed to provide these services ("Agreement"); and

17 WHEREAS, KEYSTONE assigned to GALLS all of KEYSTONE's right, title,
18 and interest in the Agreement and GALLS desires to assume all of the obligations of
19 KEYSTONE under the Agreement. CITY desires to consent to such assignment and
20 assumption.

21 WHEREAS, the parties desire to extend the term of the Agreement;

22 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
23 conditions herein contained, the parties agree as follows:

24 1. KEYSTONE hereby assigned all of its right, title and interest in the
25 Agreement to GALLS. GALLS accepts the assignment from KEYSTONE, assumes all of
26 the obligations under the Agreement, and agrees to this Second Amendment. CITY
27 hereby consents to the foregoing assignment and assumption and agrees to this Second
28 Amendment. The CITY's consent to this assignment will not waive any restriction or

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1 requirement in the Agreement relating to any further assignment.

2 2. This Agreement may be executed in two or more counterparts, each
3 of which shall be deemed an original, but all of which together shall constitute one and
4 the same instrument.

5 3. The term of this Agreement shall be extended, commencing at
6 midnight on July 1, 2016, and shall terminate at midnight on June 30, 2020, unless
7 sooner terminated as provided in this Agreement.

8 4. Except as expressly modified herein, all of the terms and conditions
9 contained in Agreement No. 34427 are ratified and confirmed and shall remain in full
10 force and effect.

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

February 17, 2020

GALLS, LLC, a Delaware limited liability company
By 
Name Michael Wessner
Title CEO

"GALLS"

CITY OF LONG BEACH, a municipal corporation

March 2, 2020

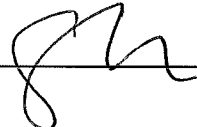
By 

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER
"CITY"
City Manager

The foregoing document is hereby approved as to form on

February 25, 2020.

CHARLES PARKIN, City Attorney

By  Deputy