

**CITY OF COSTA MESA  
AGREEMENT  
WITH  
KEYSTONE UNIFORMS**

THIS AGREEMENT is made and entered into this day of June <sup>24</sup>, 2016 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and GRP2 UNIFORMS, INC., a California corporation, doing business as KEYSTONE UNIFORMS OC ("Consultant").

**WITNESSETH**

A. WHEREAS, City proposes to purchase City staff uniforms on as-needed basis ("Services"), as more fully described herein; and

B. WHEREAS, City and Consultant desire to contract for the purchase of City Staff Uniforms as described in Exhibit "A"; and

C. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. PRODUCTS PROVIDED BY CONSULTANT**

1.1. Products. Consultant shall provide the products described and attached hereto as Exhibit "A," incorporated herein by this reference.

1.2. Delegation and Assignment. This Agreement shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel in order to produce the products contemplated by this Agreement at Consultant's sole cost and expense.

**2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the Price Sheet as set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Price Sheet"). Consultant's total annual compensation shall not exceed Twenty Two Thousand Dollars and Zero Cents (\$22,000.00).

2.2. Additional Products. Consultant shall not receive compensation for any goods or products provided outside what is listed in Exhibit "A" unless the City, prior to Consultant providing the additional goods, approves such additional goods in writing. It is specifically understood that oral requests and/or approvals of such additional goods or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. City shall pay Consultant's invoice

within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the goods provided, o. Any additional goods approved pursuant to this Agreement shall be designated as "Additional Goods" and shall identify the number of the authorized change order, where applicable, on all invoices.

### 3.0. TERM AND TERMINATION

3.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months, ending on June 23 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to four (4) term periods of one (1) year each.

3.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

3.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

### 4.0. GENERAL PROVISIONS

4.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

4.2. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Keystone Uniforms OC  
2525 N. Grand Avenue, Suite R  
Santa Ana, CA 92705  
Tel: 951-415-6187  
Attn: Paul Anderson

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5023  
Attn: Development Svcs/Planning

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept./Purchasing

4.3. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

4.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

4.5. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

4.6. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

4.7. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

4.8. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

4.9. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

4.10. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.11. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

4.12. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

4.13. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

4.14. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

4.15. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

4.16. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

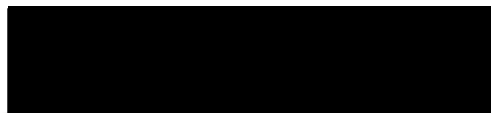
4.17. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

4.18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

4.19. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA

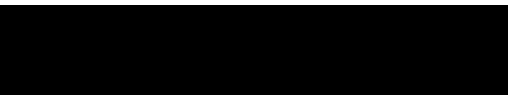
  
\_\_\_\_\_  
Chief Executive Officer

Date: 6/24/16


  
\_\_\_\_\_  
Finance Director, Interim

Date: 6-23-16

CONSULTANT

  
\_\_\_\_\_  
Signature  
Robert Gibson - PRESIDENT/CEO  
Name and Title

Date: 6/21/16

  
\_\_\_\_\_  
Taxpayer ID Number

ATTEST:



[Redacted signature]

City Clerk

Date: 6-29-16

APPROVED AS TO FORM:

[Redacted signature]

City Attorney

Date: 06/24/16

DEPARTMENTAL APPROVAL

[Redacted signature]

Director of Development Services

Date: 6-22-16

**EXHIBIT A**  
**PRODUCTS PURCHASED**

## Development Services

Item	Men/Women/Both	Sizes	Colors
Cotton Polos	Both	x-small to xx-large	Vary
Embroidery	Both	x-small to xx-large	Vary
Performance Polos	Both	x-small to xx-large	Vary
Pocket Polos	Both	x-small to xx-large	Vary
Stryke Pants	Both	x-small to xx-large	Vary



**EXHIBIT B**  
**PRICE SHEET**



**Price Quote**

Quotation Date:	4/29/16
Quote Duration:	2016+
Reference # :	
Cust. Account # :	

Company/Department: Costa Mesa Building Division

Customer Contact: Rene Maclas Phone: 714-425-8100  
 Email: \_\_\_\_\_

Keystone Contact: Paul Anderson Phone: (951)415-6187  
 Fax: (909)266-1914  
 Email: Paul@Keystoneuniforms.com

Stock Number	Size	Color/Style	Product Description	Total Quantity	Unit Price	Extended Total
CS412P	Med	Blk	Cornerstone Pocket Polo	2	\$ 26.99	\$ 53.98
CS412P	Large	Blk	Cornerstone Pocket Polo	1	\$ 26.99	\$ 26.99
CS412P	XL	Blk	Cornerstone Pocket Polo	12	\$ 26.99	\$ 323.88
CS412P	Med	Blue	Cornerstone Pocket Polo	2	\$ 26.99	\$ 53.98
CS412P	XL	Blue	Cornerstone Pocket Polo	10	\$ 26.99	\$ 269.90
CS412P	Large	Maroon	Cornerstone Pocket Polo	2	\$ 26.99	\$ 53.98
CS412P	Large	Dk. Green	Cornerstone Pocket Polo	1	\$ 26.99	\$ 26.99
CS412P	XL	Dk. Green	Cornerstone Pocket Polo	2	\$ 26.99	\$ 53.98
CS412P	Large	Tan	Cornerstone Pocket Polo	1	\$ 26.99	\$ 26.99
CS412P	Large	Dk. Blue	Cornerstone Pocket Polo	1	\$ 26.99	\$ 26.99
CS412P	Med	White	Cornerstone Pocket Polo	4	\$ 26.99	\$ 107.96
CS412P	Large	White	Cornerstone Pocket Polo	2	\$ 26.99	\$ 53.98
					\$ -	\$ -
CS412P	Large	Black	Cornerstone Pocket Polo for Women	1	\$ 26.99	\$ 26.99
CS412P	Large	Tan	Cornerstone Pocket Polo for Women	1	\$ 26.99	\$ 26.99
CS412P	Large	Red	Cornerstone Pocket Polo for Women	1	\$ 26.99	\$ 26.99
CS412P	Large	Dk. Green	Cornerstone Pocket Polo for Women	1	\$ 26.99	\$ 26.99
					\$ -	\$ -
K420P	Med	Blk	Cotton Pocket Polo	2	\$ 22.99	\$ 45.98
K420P	Med	Blue	Cotton Pocket Polo	2	\$ 22.99	\$ 45.98
K420P	XL	Blue	Cotton Pocket Polo	2	\$ 22.99	\$ 45.98
K420P	XL	Red	Cotton Pocket Polo	2	\$ 22.99	\$ 45.98
					\$ -	\$ -
		Multi	Embroider Costa Mesa Building Division Logo	52	\$ 7.00	\$ 364.00
			Digitize Logo Fee	1	\$ 50.00	\$ 50.00
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -

QUOTATION IS BASED ON SIZES & QUANTITIES GIVEN. IF SIZES & QUANTITIES CHANGE + OR - QUOTED PRICES ARE SUBJECT TO CHANGE.  
 SHIPPING & HANDLING Approximately 3% OF SUBTOTAL  
 THANK YOU FOR THE OPPORTUNITY TO PARTNER WITH YOU.

<b>SUBTOTAL</b>	\$ 1,785.48
<b>SALES TAX</b>	\$ 142.84
<b>S&amp;H</b>	\$ 62.00
<b>TOTAL</b>	<b>\$ 1,990.32</b>



Price Quote

Quotation Date:	05/04/2016
Quote Duration:	1 YEAR
Reference # :	
Cust. Account # :	

Company/Department: Costa Mesa Code Enforcement and Bldg. Div

Customer Contact: Rene Macias Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Keystone Contact: Paul Anderson Phone: (951)415-6187  
 Fax: (909)266-1914  
 Email: [Paul@Keystoneuniforms.com](mailto:Paul@Keystoneuniforms.com)

Stock Number	Size	Color/Style	Product Description	Total Quantity	Unit Price	Extended Total
74369-055	40x30	Khaki	(Fidel) Stryke Pants	3	\$ 69.99	\$ 209.97
74369-055	38x32	Khaki	(Uriel) Stryke Pants	5	\$ 69.99	\$ 349.95
74369-055	42x32	Khaki	(Winston) Stryke Pants	5	\$ 69.99	\$ 349.95
64386-055	6	Khaki	(Tianna) Stryke Pants	3	\$ 69.99	\$ 209.97
64386-055	4	Khaki	(Heidi) Stryke Pants	3	\$ 69.99	\$ 209.97
64386-055	4	Khaki	(Katie) Stryke Pants	5	\$ 69.99	\$ 349.95
59409	40	Black	Trainer Belt	1	\$ 39.00	\$ 39.00
59409	*=SZ4 wmn	Black	Trainer Belt	1	\$ 39.00	\$ 39.00
71049-724	2XL	Dk Navy	(Fidel) Performance polo	3	\$ 39.00	\$ 117.00
71049-724	XL	Dk Navy	(Fidel) Performance polo	5	\$ 39.00	\$ 195.00
71049-724	XL	Dk Navy	(Fidel) Performance polo	5	\$ 39.00	\$ 195.00
61165-724	S	Dk Navy	(Fidel) Performance polo	3	\$ 39.00	\$ 117.00
61165-724	XS	Dk Navy	(Fidel) Performance polo	3	\$ 39.00	\$ 117.00
61165-724	2XL	Dk Navy	(Fidel) Performance polo	3	\$ 39.00	\$ 117.00
61165-724	XS	Dk Navy	(Fidel) Performance polo	5	\$ 39.00	\$ 195.00
LEFT CHEST EMBROIDERY LOGO				27	\$ 10.00	\$ 270.00
(3 SEPARATE LOGO DETAILS!!!)					\$ -	\$ -

**BUILDING DIVISION**

CS412P	Med	Blk	Cornerstone Pocket Polo	2	\$ 26.00	\$ 52.00
CS412P	Large	Blk	Cornerstone Pocket Polo	1	\$ 26.00	\$ 26.00
CS412P	XL	Blk	Cornerstone Pocket Polo	12	\$ 26.00	\$ 312.00
CS412P	Med	Blue	Cornerstone Pocket Polo	2	\$ 26.00	\$ 52.00
CS412P	XL	Blue	Cornerstone Pocket Polo	10	\$ 26.00	\$ 260.00
CS412P	Large	Maroon	Cornerstone Pocket Polo	2	\$ 26.00	\$ 52.00
CS412P	Large	Dk. Green	Cornerstone Pocket Polo	1	\$ 26.00	\$ 26.00
CS412P	XL	Dk. Green	Cornerstone Pocket Polo	2	\$ 26.00	\$ 52.00
CS412P	Large	Tan	Cornerstone Pocket Polo	1	\$ 26.00	\$ 26.00
CS412P	Large	Dk. Blue	Cornerstone Pocket Polo	1	\$ 26.00	\$ 26.00
CS412P	Med	White	Cornerstone Pocket Polo	4	\$ 26.00	\$ 104.00
CS412P	Large	White	Cornerstone Pocket Polo	2	\$ 26.00	\$ 52.00
CS412P	Large	Black	Cornerstone Pocket Polo for Women	1	\$ 26.00	\$ 26.00
CS412P	Large	Tan	Cornerstone Pocket Polo for Women	1	\$ 26.00	\$ 26.00
CS412P	Large	Red	Cornerstone Pocket Polo for Women	1	\$ 26.00	\$ 26.00
CS412P	Large	Dk. Green	Cornerstone Pocket Polo for Women	1	\$ 26.00	\$ 26.00
K420P	Med	Blk	Cotton Pocket Polo	2	\$ 22.00	\$ 44.00
K420P	Med	Blue	Cotton Pocket Polo	2	\$ 22.00	\$ 44.00
K420P	XL	Blue	Cotton Pocket Polo	2	\$ 22.00	\$ 44.00
K420P	XL	Red	Cotton Pocket Polo	2	\$ 22.00	\$ 44.00
	Multi		Embroider Costa Mesa Building Division Logo	52	\$ 7.00	\$ 364.00
			Digitize Logo Fee	1	\$ 50.00	\$ 50.00
					\$ -	\$ -
					\$ -	\$ -
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					\$ -	\$ -
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					\$ -	\$ -
					\$ -	\$ -

IF SIZES & QUANTITIES  
 CHANGE + OR - QUOTED PRICES ARE SUBJECT TO CHANGE.  
 SHIPPING & HANDLING Approximately 3% OF SUBTOTAL  
 THANK YOU FOR THE OPPORTUNITY TO PARTNER WITH YOU.

<b>SUBTOTAL</b>	\$ 4,814.76
<b>SALES TAX</b>	\$ 385.18
<b>S&amp;H</b>	\$ 158.00
<b>TOTAL</b>	\$ 5,357.94