

RESOLUTION NO: 2016 - 376

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ASSIGN THE CONTRACT WITH AZAR'S UNIFORMS, INC UNDER BID NO: 15-85 FOR SUPPLY OF FIRE RESCUE UNIFORMS TO GALLS, LLC.

RECITALS

WHEREAS, the County desires to assign the existing contract with Azar's Uniforms, Inc, for supply of fire rescue uniforms for St. Johns County to Galls, LLC; and

WHEREAS, the current contracted vendor, Azar's Uniforms, Inc has been acquired by Galls, LLC; and

WHEREAS, the assignment must be approved by the Board, and shall be governed by the terms and conditions of the contract awarded to Azar's Uniforms, Inc under Bid 15-85; and

WHEREAS, the contract is being funded by the County; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into the contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to assign the contract with Azar's Uniforms, Inc under Bid No: 15-85 to Galls, LLC

Section 3. The County Administrator, or designee, is further authorized to execute an assignment agreement in substantially the same form and format as attached hereto to Galls, LLC on behalf of the County for supply of fire rescue uniforms as specifically provided in the Contract Documents associated with Bid No 15-85.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6th day of December, 2016.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____
James K. Johns Chair

ATTEST: Hunter S. Conrad, Clerk of Court
By: Tom Halter
Deputy Clerk

RENDITION DATE 12/7/16



CONSENT TO ASSIGNMENT
Supply of Fire Rescue Uniforms
Master Contract 15-MCO-AZA-06895

This Consent to Assignment Agreement (“Agreement”) is entered into as of this _____ day of December, 2016, by and between St. Johns County, FL (“County”), a political subdivision of the State of Florida, and Galls, LLC, a corporation authorized to do business in the State of Florida, (“Assignee”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Master Contract 15-MCO-AZA-06895, dated as of December 21, 2015.

WHEREAS, Contractor and Assignee wish to transfer and assign to the Assignee all of the Contractor’s rights and interests in and to, and obligations under Master Contract 15-MCO-AZA-06895, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations; and

WHEREAS, pursuant to Article 5 of Master Contract 15-MCO-AZA-06895, the Contractor may not assign any of its rights, interests or obligations under the such agreement, directly or indirectly (by operation of law or otherwise), without the prior written approval of the County; and

WHEREAS, on September 21, 2016, Contractor provided its written approval to the assignment of all of its rights, interests and obligations in Master Contract 15-MCO-AZA-06895 to the Assignee (*see* Exhibit A, attached hereto and incorporated herein); and

WHEREAS, pursuant to Article 5 of Master Contract 15-MCO-AZA-06895, the County approves assignment of the Contractor’s rights, interests and obligations under such agreement, subject to the following terms and conditions.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignment and Assumption. The County hereby approves assignment of Master Contract 15-MCO-AZA-06895 to Assignee, who shall acquire all of the Contractor’s rights, interests, obligations and duties as set forth in such agreement. By execution of this Agreement, Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Contractor as provided in Master Contract 15-MCO-AZA-06895.
2. Incorporation of Terms and Conditions. Master Contract 15-MCO-AZA-06895 is hereby incorporated into and made part of this Agreement. With the exception to the assignment of rights, interests, obligations and duties as set forth herein, all terms, conditions and provision contained in Master Contract 15-MCO-AZA-06895 shall remain in full force and effect.
3. Effectiveness. This Assignment Agreement shall be effective as of the date first set forth above.
4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.
5. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the County and Assignee have executed this Assignment Agreement as of the date first set forth above.

ST. JOHNS COUNTY, FL:

ASSIGNEE:

County Representative Signature

Galls, LLC

Company Name

Printed Name County Representative

Name (Type or Print)

Printed Title County Representative

Signature

Date of Execution

Title

Date

**ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT**

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT:

Sr. Assistant County Attorney

Date of Execution

5767 CARMICHAEL ROAD
MONTGOMERY, ALABAMA 36117
PHONE 334-244-1133

September 12, 2016

Jaime T. Locklear, CPPB, FCCM
Contract Administration Manager
St. Johns County Board of Commissioners
500 San Sebastian View
St. Augustine, FL 32084

Re: Request for Consent of Assignment of Contract

Dear Jaime T. Locklear:

It is with great excitement I share with you that effective August 30, 2016, Azar's Uniforms ("Azar's") has become a part of Galls, LLC ("Galls"), the leading distributor of uniforms and equipment to the public safety market.

Azar's is the holder of Master Contract No. 15-MCO-AZA-06895 (Fire Rescue Uniforms), with the St. Johns County Board of County Commissioners (the "Contract"). The terms of the Contract require Azar's to obtain your consent to any assignment of the Contract.

Therefore, Azar's and Galls respectfully request that the St. Johns County Board of County Commissioners consent to the assignment of the Contract and any purchase order by and between Azar's and the St. Johns County Board of County Commissioners to Galls. Galls has agreed to be bound by all terms and conditions set forth in the Contract and will honor and perform all obligations under the Contract.

For your records and as confirmation of the above, please find enclosed Bill of Sale and Assignment, executed by Azar's and Galls.

To provide consent to the assignment, we respectfully request that an authorized representative sign and return one copy of this letter to: Mark Azar. If you have any questions, please do not hesitate to contact Mark Azar at markazar0723@gmail.com.

We appreciate your attention in this important matter.

Sincerely,

Azar's Uniforms

By: Misty Clark
Name: Misty Clark
Title: Store Manager
Date: 9/13/16

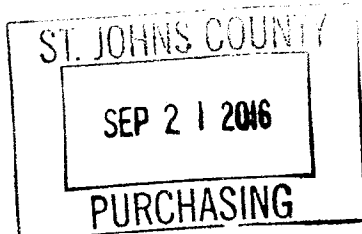
Galls, LLC

By: R. Michael Andrews, Jr.
Name: R. Michael Andrews, Jr.
Title: CFO
Date: 9-12-16

The St. Johns County Board of County Commissioners hereby consents to the assignment by Azar's to Galls, of all contracts and purchase orders by and between Azar's and the St. Johns County Board of County Commissioners.

St. Johns County Board of County Commissioners

By: _____
Name: _____
Title: _____
Date: _____



BILL OF SALE AND ASSIGNMENT

August 30, 2016

Azar's Uniforms, Inc., an Alabama corporation (the "Seller"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and convey to Galls, LLC, a Delaware limited liability company (the "Buyer"), and the Buyer hereby assumes and accepts from the Seller, all of the Seller's right, title and interest in and to all of the Acquired Assets, as defined in that certain Asset Purchase Agreement, dated as of August 30, 2016, by and among the Seller, the Buyer, C. Mark Azar and Zack N. Azar, III (the "Agreement"). Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Agreement.

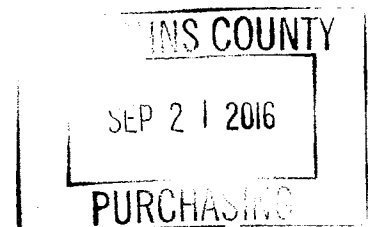
TO HAVE AND TO HOLD all and singular the Acquired Assets to the Buyer, its successors and assigns, to their own use and to have and to hold forever.

The Seller, for itself and its successors and assigns, does hereby authorize the Buyer, its successors and assigns, in the name of the Seller and as the Seller's attorney, to do any and all things necessary or advisable to reduce the Acquired Assets to the Buyer's possession. The Seller, for itself and its respective successors and assigns, does hereby covenant with the Buyer to execute, acknowledge, deliver and perform, or to authorize the Buyer, as the agent and attorney of the Seller, to execute, acknowledge, deliver or perform, any and all further instruments and acts which may be reasonably required to transfer and assign to the Buyer the Acquired Assets transferred or intended to be transferred hereby or to accomplish the intent and purpose hereof.

Notwithstanding any other provisions herein to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Agreement. This Bill of Sale and Assignment is intended only to effect the sale and transfer of the Acquired Assets pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement. The agreements, obligations, assumptions and covenants of the Buyer under the Agreement are not merged hereunto and shall, to the extent provided in the Agreement, survive the execution and delivery herewith, and the performance of the consummation of all transactions provided for in the Agreement. This instrument is binding upon, and shall inure to the benefit of the Seller and the Buyer and their respective successors and assigns.

This Bill of Sale and Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

[Signature Pages Follow]



IN WITNESS WHEREOF, the Seller and the Buyer have executed this Bill of Sale and Assignment as of the date first written above.

SELLER:

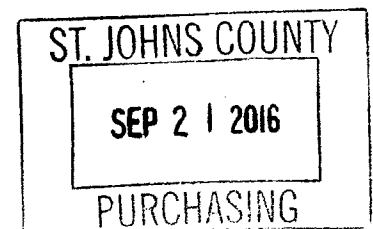
AZAR'S UNIFORMS, INC.

By: _____

Name: C. Mark Azar

Title:

[Signature Page to Bill of Sale and Assignment]



BUYER:

GALLS, LLC

By: R. Michael Andrews, Jr.

Name: R. Michael Andrews, Jr.
Title: Chief Financial Officer, Secretary and
Treasurer

[Signature Page to Bill of Sale and Assignment]

