



City of Pembroke Pines

**SIXTH AMENDMENT TO
AGREEMENT FOR PURCHASE OF POLICE UNIFORMS
BETWEEN THE CITY OF PEMBROKE PINES AND
MES SERVICE COMPANY, LLC, ON BEHALF OF ITS
PARENT COMPANY, MES I ACQUISITION, INC.**

THIS AMENDMENT ("Sixth Amendment"), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

MES SERVICE COMPANY, LLC, on behalf of its parent company, MES I ACQUISITION, INC., a Limited Liability Company, as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **12 Turnberry La, 2nd Floor, Sandy Hook, CT 06482**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **November 30, 2015**, the CITY and Gold Nugget Uniform D/B/A Argo Uniform entered into an Agreement for Purchase of Police Uniforms ("Original Agreement") for an initial **two (2) year period**, which commenced on **November 1, 2015**, and naturally expired on **October 31, 2017**; and,

WHEREAS the Original Agreement authorized the renewal thereof at the expiration of the initial term for additional, **two (2) year** terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **November 1, 2017**, the CITY and Gold Nugget Uniform D/B/A Argo Uniform executed the First Amendment to the Original Agreement to revise and supplement the terms thereof and to extend the term thereof for a **two (2) year period**, which expired on **October 31, 2019**; and,

WHEREAS, on **January 15, 2020**, the CITY and Gold Nugget Uniform D/B/A Argo Uniform executed the Second Amendment to the Original Agreement, as amended, to include certain provisions required by statutory amendments, to reduce the annual compensation from \$112,000.00 to \$89,000.00, and to extend the term of the Agreement for a **two (2) year period**, which expired on **October 31, 2021**; and,

WHEREAS, on **August 4, 2021**, the City Commission, ratified the Assignment,



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Assumption and Consent Agreement dated July 22, 2021, to assign the Original Agreement, as amended, to Municipal Emergency Services, Inc., and on **August 9, 2021**, CITY and Municipal Emergency Services, Inc. entered into the Third Amendment to the Original Agreement, as amended, to extend the term thereof for a **two (2) year** period which naturally expired on **October 31, 2023**; and,

WHEREAS, on **August 24, 2023**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to increase the compensation amount from \$89,000.00 annually to \$230,000.00 annually for the period commencing on November 1, 2022 and expiring on October 31, 2023; furthermore the Fourth Amendment also decreased the compensation amount from \$230,000.00 annually to \$185,000 annually commencing on November 1, 2023 and for each year thereafter, and extended the term of the Agreement for a **two (2) year** period, which will naturally expire on **October 31, 2025**; and,

WHEREAS, on **November 30, 2023**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to allow for the purchase of certain uniform-related items and to repeal and replace **Exhibit "A-4"** with **Exhibit "A-5"** attached thereto; and,

WHEREAS, on or about December 31, 2024, as part of an internal restructuring, Municipal Emergency Services, Inc. conveyed its intention to enter into an Assignment, Assumption and Consent Agreement with **MES Service Company, LLC, on behalf of its parent company, MES I Acquisition, Inc.**, as the successor company to assume all obligations presently reserved to Municipal Emergency Services, Inc. under this Agreement; and,

WHEREAS Section 15.4 of the Original Agreement provides that any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval; and,

WHEREAS, on _____, the City Commission approved that certain document entitled "Assignment, Assumption, and Consent Agreement" between the CITY, Municipal Emergency Services, Inc. and **MES Service Company, LLC, on behalf of its parent company, MES I Acquisition, Inc.**; and,

WHEREAS **MES Service Company, LLC, on behalf of its parent company, MES I Acquisition, Inc.**, has submitted additional forms to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement; and,

WHEREAS the Parties desire to assign the Original Agreement, as amended, and to supplement the terms thereof, as set forth in this Sixth Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:



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SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby assigned to **MES Service Company, LLC, on behalf of its parent company, MES I Acquisition, Inc.**

SECTION 3. The Original Agreement is hereby amended to include Addendum 1, attached hereto and by this reference made a part hereof.

SECTION 4. Scrutinized Companies.

4.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

4.1.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 Definitions for this Section.

5.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary,



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wages, or other remuneration.

5.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Sixth Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is



currently on the convicted vendor list.

SECTION 7. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Sixth Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 8. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Sixth Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 9. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Sixth Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Sixth Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 10. Compliance with Foreign Entity Laws. CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

- 10.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 10.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 10.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 10.4 Entity is not a partnership, association, corporation, organization, or other



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- combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 10.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 10.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 11. In the event of any conflict or ambiguity by and between the terms and provisions of this Sixth Amendment, and the Original Agreement, as amended, the terms and provisions of this Sixth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 12. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 13. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Sixth Amendment. The exhibits, if not physically attached, should be treated as part of this Sixth Amendment and are incorporated herein by reference.

SECTION 14. Each person signing this Sixth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Sixth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Sixth Amendment.

SECTION 15. This Sixth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Sixth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

[Signature], 5/14/25

Print Name: SAMUEL S. GOLDEN
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

DEBRA E. ROGERS, CITY CLERK

CONTRACTOR:

**MES SERVICE COMPANY, LLC. ON
BEHALF OF ITS PARENT COMPANY, MES I
ACQUISITION, INC.**

Signed By: *John Walker*
Signed by: 10644B472C64440...

Printed Name: John Walker

Title: CFO
May 19, 2025



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: May 19, 2025

ENTITY: **MES SERVICE COMPANY, LLC. ON BEHALF OF ITS PARENT COMPANY, MES I ACQUISITION, INC.**

SIGNED BY: Signed by: John Walker
10644B472C64440...

NAME: John walker

TITLE: CFO

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (the "Assignment") is made on _____, ("Effective Date"), by and between the **City of Pembroke Pines**, located at 601 City Center Way, Pembroke Pines, FL 33025 (hereinafter "City"), **Municipal Emergency Services, Inc.**, with a place of business at 12 Turnberry La, 2nd FL, Sandy Hook, CT 06482 (hereinafter "Assignor"), and **MES Service Company, LLC on behalf of its parent company, MES I Acquisition, Inc.**, with a current place of business at 12 Turnberry Ln, 3 FL, Sandy Hook, CT 06482 (hereinafter "Assignee").

WHEREAS the Agreement for Purchase of Police Uniforms (the "Agreement"), between the City and Gold Nugget Uniform d/b/a Argo Uniform, and with an effective date of November 15, 2015, was assigned to Assignor through the Assignment, Assumption and Consent Agreement with an effective date of August 4, 2021; and,

WHEREAS the Agreement was subsequently further amended to renew and supplement the terms set forth therein, the Agreement and related amendments are attached hereto and incorporated herein as **Exhibit "A"**; and,

WHEREAS Assignor desires to assign and transfer to Assignee all obligations, duties and liabilities set forth in the Agreement, as amended, to Assignee; and,

WHEREAS Assignee is willing to assume all obligations, duties, and liabilities of Assignor as set forth in the Agreement, as amended; and,

WHEREAS City is willing to authorize the assumption of the Agreement, as amended, by Assignee in accordance with the terms of this Assignment; and,

NOW, THEREFORE, in consideration of the foregoing recitals which by this reference are incorporated herein, City, Assignor and Assignee agree and represent as follows.

1. **ASSIGNMENT AND ASSUMPTION.** Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Agreement, as amended, as of the Effective Date.
2. **ASSUMPTION BY ASSIGNEE.** Assignee accepts the foregoing Assignment from Assignor, and hereby assumes all obligations, covenants, duties, and liabilities of Assignor under the Agreement, as amended. Assignee further agrees that it shall perform all of the Assignor's obligations under the Agreement, as amended.
3. **ENFORCEMENT BY CITY.** Assignor, Assignee and City hereby acknowledge and agree that there may be obligations, duties, and liabilities contained in the Agreement, as amended, that are for the benefit of the City, and the City shall be entitled to enforce such duties, obligations, and liabilities contained in the Agreement, as amended, against Assignee to the same extent and in the same manner as if Assignee had entered into the Agreement, as amended, with the City on the effective date of the Agreement, as amended.
4. **AUTHORIZED SIGNATURE.** The Assignor, Assignee, and City that each represents that, he or she has full legal power to execute this Assignment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Assignment.

5. **FULL FORCE AND EFFECT.** The Assignor, Assignee, and City agree that the Agreement, as amended, shall remain in full force and effect, except Assignee shall assume all of Assignor's obligations and duties set forth therein.
6. **ELECTRONIC SIGNATURE.** This Assignment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, City, Assignor and Assignee have executed this Assignment as of the Effective Date.

City:

ATTEST:

CITY OF PEMBROKE PINES, FLORIDA

DEBRA E. ROGERS, CITY CLERK

By: _____

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

 5/14/25

Name: SAMUEL E. GOREN

OFFICE OF THE CITY ATTORNEY

Assignor:

MUNICIPAL EMERGENCY SERVICES, INC.

Signed by:

By:  _____

Name: John Walker
10644B472C64440...

Title: CFO

Date: May 19, 2025

Assignee:

MES SERVICE COMPANY, LLC on

behalf of its parent company, MES I

ACQUISITION, INC

Signed by:

By:  _____

Name: John Walker
10644B472C64440...

Title: CFO

Date: May 19, 2025