



**FOURTH AMENDMENT TO THE PURCHASE OF BODY ARMOR FOR THE POLICE
DEPARTMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SRT SUPPLY, LLC.**

THIS AGREEMENT ("Agreement"), dated this ____ day of _____ **2019**, 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

SRT SUPPLY, LLC, a limited liability company authorized to do business in the State of Florida, with a business address of **1523 Chaffee Road S, Unit 12, Jacksonville, FL 32221**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be collectively referred to as the "Parties".

WHEREAS, pursuant to **IFB #PD-15-06**, on **February 29, 2016**, the CITY and CONTRACTOR entered into the Original Agreement for **Purchase of Police Body Armor** for an initial **one (1) year period**, which expired on **February 28, 2017**; and,

WHEREAS, the Original Agreement, authorized the renewal of the Agreement, at the expiration of the initial term, for five (5) additional one (1) year terms upon mutual consent of the parties; and,

WHEREAS, on **February 12, 2017**, the Parties executed the First Amendment to the Original Agreement for the first one (1) year renewal term commencing on **March 1, 2017** and expiring on **February 28, 2018**; and,

WHEREAS, on **May 14, 2018**, *nunc pro tunc* **March 1, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, which renewed the term of the Original Agreement for one (1) year commencing **March 1, 2018** and expiring on **February 28, 2019**; and,

WHEREAS, effective **March 28, 2017**, the CONTRACTOR converted their company's legal name from SRT Supply, Inc. to SRT Supply, LLC.; and STR Supply, LLC. is a wholly owned subsidiary company under Osprey Federal, LLC., a Delaware registered Limited Liability Company; and,

WHEREAS, on **December 5, 2018**, the Parties executed the Third Amendment to the Original Agreement, as amended, to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement, and to renew term of the Original



Agreement for one (1) year commencing **March 1, 2019** and terminating on **February 28, 2020**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to amend the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties seek to amend the Original Agreement, as amended, to accommodate increased hiring in Police Officer, P.S.A., and Code Officer positions, to increase the compensation amount as more specifically set forth herein.

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 follows:

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

SECTION 2. Section 3.1 of **Article 3** entitled "**Compensation and Method of Payment**" of the Original Agreement, as amended, is hereby repealed and replaced as follows:

3.1 Unless stated otherwise on attached Exhibit "A", CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall be **SEVEN HUNDRED FORTY-SEVEN DOLLARS AND FOURTEEN CENTS (\$747.14)** per Point Blank Enterprise Hi-Lite AX IIIA Body Armor Vest at an annual estimated quantity of one hundred (100) vests per year for an estimated annual amount of **SEVENTY-FOUR THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS (\$74,714.00)**. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within thirty (30) days. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, as amended, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment, shall remain in full force and effect, except as specifically modified herein.



SECTION 6. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

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HAS BEEN INTENTIONALLY LEFT BLANK**



City of Pembroke Pines

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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

BY:

MARLENE D. GRAHAM,
CITY CLERK

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

SRT SUPPLY, LLC, A WHOLLY OWNED
SUBSIDIARY COMPANY UNDER OSPREY
FEDERAL, LLC.

By:

Richard Naddad

Print Name:

RICHARD NADDAD

Title:

SC. PI. MANAGER

Print Name

Print Name

STATE OF FLORIDA)

COUNTY OF Dade) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared RICHARD NADDAD as SC. PI. MANAGER of SRT SUPPLY, LLC, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of SRT SUPPLY, LLC, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 13 day of AUGUST, 2019.



Nicole Logier
NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)