



**FIRST AMENDMENT OF THE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SRT SUPPLY, INC.**

THIS AGREEMENT, dated this 28th day of February 2017, *nunc pro tunc* March 1, 2017 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 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

SRT SUPPLY, INC., a company authorized to do business in the State of Florida, with a business address of 4450 60th Avenue North, St. Petersburg, FL 33714, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, on **March 1, 2016** the CITY and **CONTRACTOR** entered into the original agreement for the purchase of body armor for the Police Department for an initial one (1) year period, which expired on **February 28, 2017** and,

WHEREAS, the original agreement authorized the option to renew the Agreement for **five (5) additional one (1) year terms** upon mutual consent of the parties and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and,

WHEREAS, the Parties specifically seek to execute a **one (1) year renewal term**.

WITNESSETH

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. The Original Agreement is hereby renewed for the first **one (1) year term** renewal period commencing on **March 1, 2017** and terminating on **February 28, 2018**.

SECTION 3. Article 14, entitled "Public Records", is hereby repealed and replaced by the revision of Section 14.1 and Section 14.2, as follows:



14.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

14.1.1 Keep and maintain public records required by the CITY order to perform the service;

14.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CITY; and

14.1.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfer all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

14.2 The failure of Contractor to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
10100 PINES BOULEVARD, 5th FLOOR
PEMBROKE PINES, FL 33026



(954) 450-1050
mgraham@ppines.com

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this renewal shall control to the extent of any such conflict or ambiguity.

SECTION 5. The original contract as awarded shall remain in full force and effect except as specifically amended herein.

SECTION 6. Each Exhibit referred to in the Original Agreement, 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.

HAS BEEN INTENTIONALLY LEFT BLANK



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


MARLENE D. GRAHAM, *2/2/18*
CITY CLERK

BY:


CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

SRT SUPPLY, INC.

WITNESSES

BY:



Print Name:

RICHARD HAODAP

Title:

SOUTH FLORIDA MANAGER

Print Name

Print Name



STATE OF FLORIDA
COUNTY OF BROWARD) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared RICHARD LADDAS as S.F. MANAGER of **SRT SUPPLY, INC.**, 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, INC.**, 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 18 day of December, 2017.



JORDAN R. MORGAN
MY COMMISSION # FF 142744
EXPIRES: October 1, 2018
Bonded Thru Budget Notary Services

Jordan R Morgan
NOTARY PUBLIC
JORDAN R MORGAN
(Name of Notary Typed, Printed or Stamped)