



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

THIS AGREEMENT, dated this 5<sup>th</sup> day of December 2018, 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 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 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, as amended, authorized the renewal of the Agreement 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 terminating 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 year effective **March 1, 2018** and terminating 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,

**WHEREAS**, STR Supply, LLC. is a wholly owned subsidiary company under Osprey Federal, LLC., a Delaware registered Limited Liability Company; and,

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

**WHEREAS**, the Parties seek to amend the Original Agreement, as amended, to include the



Scrutinized Companies Statute; and,

**WHEREAS**, the Parties seek to execute the **third one (1) year renewal** option and amend the Original Agreement, as amended, in accordance with the terms and conditions 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. Article 15 - Miscellaneous** of the Original Agreement is hereby amended to include the following:

**15.15 Scrutinized Companies.** 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 the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, 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 if:

15.15.1 Any amount of, 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 s. 215.4725 or is engaged in a boycott of Israel; or

15.15.2 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:

15.15.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

15.15.2.2 Is engaged in business operations in Syria.

**SECTION 3.** The Original Agreement, as amended, is hereby renewed for the **third one (1) year renewal** period commencing on **March 1, 2019** and terminating on **February 28, 2020**.

**SECTION 4.** In the event of any conflict or ambiguity by and between the terms and provisions of this 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, and this Third 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.

**THE REMAINDER OF THIS PAGE**

**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:

  
MARLENE D. GRAHAM,  
CITY CLERK

12/5/18

CITY OF PEMBROKE PINES

BY:   
CHARLES F. DODGE  
CITY MANAGER



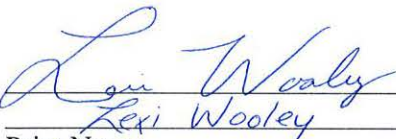
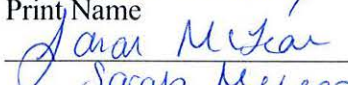
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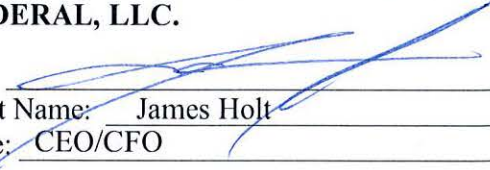
  
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

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

WITNESSES

  
Lexi Wooley  
Print Name  
  
Sarah McLean  
Print Name

By:   
Print Name: James Holt  
Title: CEO/CFO

STATE OF Florida )  
 ) ss:  
COUNTY OF Duval )

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared James Holt as CEO/CFO 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 30 day of November, 2018.

  
NOTARY PUBLIC

Jessica Duane  
(Name of Notary Typed, Printed or Stamped)

