



FIRST AMENDMENT TO PURCHASE OF FIRE DEPARTMENT BUNKER GEAR BETWEEN THE CITY OF PEMBROKE PINES ANDBENNETT FIRE PRODUCTS COMPANY, INC.

THIS AGREEMENT, dated this 7th day of November 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

BENNETT FIRE PRODUCTS COMPANY, INC., a Company authorized to do business in the State of Florida, with a business address of **195 Stockwood Drive, Suite #170, Woodstock, GA 30188**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "PARTIES".

WHEREAS, pursuant to **FI-16-05**, on **February 22, 2017**, the CITY and CONTRACTOR entered into the Original Agreement for **Purchase of Fire Department Bunker Gear** for an initial **two (2) year period**, which expires on **January 31, 2019**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for two (2) additional two (2) year terms upon mutual written consent, evidenced by a written amendment; 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 **Article 15 – Miscellaneous** of the Original Agreement to include the Scrutinized Company Statute; and,

WHEREAS, the Parties also seek to execute the **first two (2) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.

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 Parties hereby agree that **Article 15 – Miscellaneous** of the Original Agreement is 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 is hereby renewed for the **first two (2) year renewal period commencing on February 1, 2019 and terminating on January 31, 2021.**

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 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 this First Amendment, shall remain in full force and effect, except as specifically modified 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.

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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:

[Signature]

MARLENE D. GRAHAM,
CITY CLERK

11/7/18

CITY OF PEMBROKE PINES

BY: *[Signature]*
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

[Signature]
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

BENNETT FIRE PRODUCTS COMPANY, INC.

[Signature]

RYAN BENNETT

Print Name

BY: *[Signature]*

Print Name: *[Signature]*

Title: *[Signature]*

[Signature]

Eria Sierra

Print Name

STATE OF Georgia)

) ss:

COUNTY OF Cherokee)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Danny Bennett as President of **BENNETT FIRE PRODUCTS COMPANY, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **BENNETT FIRE PRODUCTS COMPANY, 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 30th day of October, 2018.

[Signature]

NOTARY PUBLIC

[Signature]

(Name of Notary Typed, Printed or Stamped)

