

AMENDMENT NUMBER ONE TO
PHOENIX SAFETY OUTFITTERS, LLC AND CITY OF ANN ARBOR
SERVICES AGREEMENT RENEWAL NO. 1
FOR
PERSONAL PROTECTIVE FIREFIGHTING TURNOUT GEAR

This agreement dated _____, 2016, is between the City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 ("City") and Phoenix Safety Outfitters, LLC, an Ohio limited liability company, with offices at 1629 Commerce, Springfield, OH 45504 ("Contractor")

Recitals:

Whereas, The original agreement between the parties for the provision of personal protective firefighting turnout gear dated May 15, 2013 ('Original Agreement') provided at the end of its term an option for the City, at its sole discretion, to renew the agreement on like terms and Contractor's pricing schedule in its Bid to ITB No. 4277 (04/09/2013) for two addition one-year periods;

Whereas, The City renewed the Original Agreement for one additional one-year period ending May 15, 2017 and has the option to renew the Original Agreement for one additional one-year period on the expiration of the current renewal term;

Whereas, The City has increased it firefighter staffing and the parties have agreed that alteration of the term expiration date to coincide with the City's fiscal year for this renewal and any further renewal is appropriate;

Terms:

1) Duration:

Renewal Agreement No. 1 shall become effective on May 15, 2016, and shall remain in effect until June 30, 2017, unless terminated for breach or extended as provided in this Agreement.

The City shall have the right, at its sole option, to extend this Agreement for one additional one-year period to commence July 1, 2017 and terminate June 30, 2018 under the same terms and conditions of service as the Original Agreement and the unit pricing schedule in the Bid Proposal of Contractor, dated April 8, 2013.

2) Compensation is amended to read as follows

City shall pay the Contractor, based on the Original Agreement per unit bid price, a total annual payment of Not to Exceed Eighty Thousand and no/100 dollars (\$80,000.00) for services provided under Renewal Agreement No. 1. Contractor to submit invoices as required under the Original Agreement. Payment is subject to acceptance of services and approval of Contract Administrator.

If the City exercises the option to renewal provided in Article 1 above, the City shall pay the Contractor, based on the Original Agreement per unit bid price, a total annual payment of Not to Exceed Seventy-five Thousand and no/100 (\$75,000.00) for services provided during that renewal term.

All terms, conditions, and provisions of the Renewal Agreement between the parties executed March 10, 2016, unless specifically amended above, are to apply to its amendment and are made a part of the amendment as though expressly rewritten, incorporated, and included herein.

This amendment to the Renewal Agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

For Contractor

For City of Ann Arbor

By _____

By _____
Christopher Taylor, Mayor

Its:

By _____
Jacqueline Beaudry, City Clerk

Approved as to form and content

Approved as to substance

Stephen K. Postema, City Attorney

Howard S. Lazarus, City Administrator

Chief Larry Collins, AAFD