

Office Use Only

SUB-CONTRACT NUMBER:

C2023-0222

AMENDMENT TO SENTINEL EMERGENCY SOLUTIONS COMMODITIES CONTRACT

Originally entered into between City of Branson and Sentinel Emergency Solutions
on the 26th day of June, 2023, reference Master Contract Number C2023-0155.

This Amendment to the Sentinel Emergency Solutions Commodities Contract (ORIGINAL CONTRACT) is entered into and made effective this date _____, by and between the City of Branson (the "City") and Sentinel Emergency Solutions ("Seller"). All terms and conditions of the ORIGINAL CONTRACT shall have the same meaning, unless specifically defined herein.

WHEREAS, this Amendment is for additional expense.

NOW THEREFORE, in consideration herein, the parties hereby agree as follows:

- 1) This Amendment shall be added to the ORIGINAL CONTRACT attached hereto as Exhibit "1".
- 2) The amount of this Amendment will be **Thirty-Five Thousand Dollars And Zero Cents (\$35,000.00)** making the contract total compensation not to exceed amount **Eighty Thousand Dollars And Zero Cents (\$80,000.00)**.
- 3) Except as otherwise provided for in this Amendment, all of the other terms of the ORIGINAL CONTRACT remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

SELLER**CITY OF BRANSON, MISSOURI**

DocuSigned by:
By: David Urevich 10/30/2023
3316BA094555470...
(Signature) Date

Larry D. Milton
Mayor Date

ATTEST:

Hillary Briand
City Clerk Date

APPROVED AS TO FORM:

DocuSigned by:

261AD63D69A4441... 10/27/2023
City Attorney Date

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MASTER CONTRACT NUMBER:

c2023-0155

PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this date June 26, 2023, by and between the City of Branson, Missouri (the "City") and **Sentinel Emergency Solutions** ("Seller").

WHEREAS, the City of Branson desires to purchase and the Seller agrees to sell to the City certain commodities more particularly described in **Exhibit A** (Scope of Work); and

WHEREAS, the Seller made certain representations and statements to the City with respect to the provision of such commodities and the City has accepted the Seller's proposal;

The City and the Seller agree as follows:

1. Item(s) and dates of Purchase. The City agrees to purchase and the Seller agrees to sell the following item(s): **firefighter protective clothing, from a date beginning on the execution date of this contract to a date ending one year from the execution date of the contract, with the option to renew the contract for up to two (2) additional successive one-year terms. Each additional year will require a contract. The contract shall not bind, nor purport to bind, the City for any contract term beyond the original term of the contract.**

2. Quantities to be Purchased and Purchase Price.

- a. The City agrees to purchase and the Seller agrees to sell the following quantities/amounts for the purchase price(s) listed: **See Exhibit B.**
- b. The City assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and may be returned at the Seller's expense.
- c. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Seller under the terms of this contract exceed the sum of **Forty-Five Thousand Dollars And Zero Cents (\$45,000.00), all of which is dependent upon budget appropriations.**

3. Delivery and Shipment.

- a. The Seller is responsible for the costs of shipment.
- b. Time is of the essence with respect to each shipment.
- c. If deliveries are not made **upon demand**, the City reserves the right to cancel this contract, purchase the commodities elsewhere, and hold the Seller liable for any re-procurement costs.

d. Deliveries are to be made to: **110 Crosby Street, Branson, Missouri 65616.**

4. Invoices. An original and three copies of the invoice shall be submitted by the Seller to the City, showing the purchase order number or contract number and containing a full description of the commodities furnished.

5. Inspection and Acceptance.

- a. No goods received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said goods.
- b. All goods discovered to be defective (at any time) or which do not conform to any bid specifications or to any warranty of the Seller may be returned at the Seller's expense for full refund or replacement.
- c. The City's right to return defective and/or non-conforming goods does not bar any other legal, equitable or contractual remedies the City may have against the Seller.

6. Warranty.

- a. Seller expressly warrants that all articles, materials and work covered by this contract conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect.
- b. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.
- c. Any implied warranties are not altered by this written contract.
- d. Additional terms: N/A.

7. Patents. Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.

8. Bankruptcy or Insolvency. In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including in the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

9. Compliance with Applicable Laws. The Seller warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items

Sentinel Emergency Solutions

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covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

- 10. Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Seller covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Seller further covenants that in the performance of this contract no person having such interest shall be employed.
- 11. Interpretation of Contract and Assignments.** The contract shall be construed according to the laws of the State of Missouri. Seller hereunder may not assign the contract, or any rights, obligations or duties without City's written consent or any attempted assignment without such consent shall be void.
- 12. Termination of Contract.** The City reserves the right to terminate the contract at any Time for the City's convenience (without cause) or for cause if any of the provisions of the contract are violated by the Seller, in the sole judgment and discretion of The City. In the event of such termination for cause, the Seller shall be liable for any excess costs incurred by the City. If the contract is terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to the good identified in this contract; the Seller will be liable for any excess costs occasioned thereby (except that Seller will not be liable for such excess costs occasioned thereby in instances where this agreement is terminated by the City without cause or for City's convenience).
- 13. Non-discrimination in Employment.** In connection with the furnishing of supplies or performances or work under this contract, the Seller agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The Seller agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Seller or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
- 14. Provisions by Law Deemed Inserted.** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will be read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.
- 15. Tax-Exempt.** The City of Branson is exempt from Sales Tax and Federal Excise Tax.
- 16. Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

17. Severability Clause. If any term or provision of this agreement is held invalid or unenforceable, the remainder of this agreement will be considered valid and enforceable to the fullest extent permitted by law.

18. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

SELLER:

DocuSigned by:
By: David Urevich 6/26/2023
3310BA094555470...
(Signature) Date

CITY OF BRANSON, MISSOURI

DocuSigned by:
Cathy L. Stepp 6/26/2023
427346480E8348C...
Cathy L. Stepp
City Administrator Date

APPROVED AS TO FORM:

DocuSigned by:
[Signature] 6/26/2023
261AD63D39A4441...
Interim City Attorney Date

Exhibit A

Sentinel Emergency Solutions
2900 Telegraph Rd
St Louis, MO 63125

SCOPE OF SERVICES

General Requirements: The Seller, Sentinel Emergency Solutions, shall provide personal protective equipment to the City of Branson using cooperative contract #PS20065 from NPP.gov.

Exhibit B

Pricing Sheet

The seller will apply a 35% discount off of list price for all Lion products under cooperative contract #PS20065 from NPP.gov.

Item	Description	Unit Cost	
001	Lion Firefighters Protective Clothing Specification: SE9Q2013 Lion Super Deluxe Coat: CSTM-32 Outershell: Armor AP Color: Khaki Liner: J4 Traditional Moisture Barrier: Steadair 4000 Trim: 3" NFPA Diamond Oralite (Reflexite) Ventilated L/Y Triple Trim Pant model: PSDM/F Harness: No	<u>\$2,981.00</u>	Ea.
002	Fire Innovations Comanche NFPA Escape Belt 28-50	<u>\$176.26</u>	Ea.