

SECOND AMENDMENT TO THE PURCHASE AGREEMENT

This Second Amendment to the Purchase Agreement (“Second Amendment”) is effective _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and Allstar Fire Equipment Inc., a California corporation (“Provider”).

RECITALS

WHEREAS, on September 7, 2022, the City and Provider entered into the Purchase Agreement (“Original Agreement”), a copy of which is attached hereto as Exhibit A (9 pages);

WHEREAS, on December 27, 2022, the Parties increased the total not to exceed amount in the Original Agreement from One Hundred Sixty-Nine Thousand Dollars and 00/100 (\$169,000.00) to a total not to exceed amount of Four Hundred Thirty-One Thousand Dollars and 00/100 (\$431,000.00) to include additional firefighter Lion Turnout gear to equip recruits in the Fire Academy (the “First Amendment”) attached hereto as Exhibit B; and,

WHEREAS, the Parties wish to increase the total not to exceed amount in the Original Agreement from Four Hundred Thirty-One Thousand Dollars and 00/100 (\$431,000.00) to Five Hundred Eighty-Nine Thousand, Three Hundred Fifty-Five Dollars and 50/100 (\$589,355.50) to include additional firefighter Lion Turnout gear to equip recruits in the 2023-1 Fire Academy at the prices and quantities set forth in the Provider’s invoice dated July 26, 2023 (the “Invoice”) attached hereto as Exhibit C; and,

WHEREAS, the Parties wish to amend the term of the agreement from June 30, 2023 to when all turnouts until have been received as determined by the City in its sole and complete discretion, whichever is later;

WHEREAS, the Original Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Section 2.1. of the Original Agreement shall be deleted and replaced with the following:

"2.1. The term of this Agreement shall commence on the Effective Date and continue until all turnouts until have been received as determined by the City in its sole and complete discretion, whichever is later (the “Term”). The City may pay the Provider for the Products up to an amount not to exceed Five Hundred Eighty-Nine Thousand Dollars and 00/100 (\$589,355.50)."

2. Exhibit A to the Original Agreement is hereby amended to include the quote in Exhibit C of this Second Amendment.

3. In all other aspects, the parties confirm and reaffirm the terms and provisions of the Original Agreement.

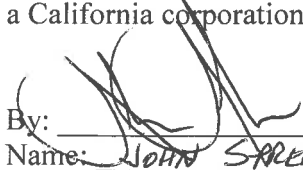
[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Provider and the City have caused this Second Amendment to be executed as of the day and year indicated above.

City of North Las Vegas,
a Nevada municipal corporation

Allstar Fire Equipment Inc.,
a California corporation

By: _____
Pamela Goynes-Brown, Mayor

By:  _____
Name: JOHN SPRENGELMEYER
Title: SALES

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Original Agreement

Please see attached page(s).

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is made and entered into as of September 7, 2022 (the "Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and Allstar Fire Equipment Inc., a California corporation (the "Provider").

RECITALS

- A. The City desires to purchase, on an as-needed basis, firefighter Lion Turnout gear to equip recruits in the Fire Academy and to replace gear for current firefighters employed by the City (the "Products").
- B. The City desires to purchase the Products from Provider as outlined in this Agreement, and Provider agrees to sell and deliver the Products upon the terms and conditions described in this Agreement.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider's quote dated July 1, 2022 (the "Quote") attached hereto as Exhibit A, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Quote or as otherwise specified by the City.

1.3. The Provider shall ship the Products to a shipping address specified by the City (the "Delivery Location") F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.5. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.6. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.7. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue until June 30, 2023 ("Term"). The City may pay the Provider for the Products up to an amount not to exceed one hundred sixty-nine thousand dollars and 00/100 (\$169,000.00).

2.2. The prices in the Quote will remain in effect for the Term. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
Attention: Accounts Payable
2250 Las Vegas Blvd., North, Suite 700
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

(a) Provider is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

(b) The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

(c) Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

4.1. Provider shall obtain and maintain, at its expense, the following insurance coverage for all work related to the performance of this Purchase Agreement: commercial general liability insurance, automobile liability insurance, worker's compensation insurance, and employers' liability insurance. While a copy of the Provider's insurance certificate is not immediately required, the City reserves the right to request a copy of the Provider's insurance certificate at any time during the Term of the Agreement. It is the Provider's responsibility to produce the insurance certificate upon the City's request.

SECTION FIVE TERMINATION

The City may terminate this Agreement at any time with or without cause upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A. This Section 6 shall survive the completion of the Project the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN NOTICES

7.1. All notices, demands and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of North Las Vegas
Attention: Marie Leake
2250 Las Vegas Blvd., North, Suite 710
North Las Vegas, NV 89030
Phone: 702-633-2440

To Provider: Allstar Fire Equipment Inc.
Attention: Rene Reyes
12328 Lower Azusa Road
Arcadia, CA 91006
Phone: 626-652-0900

7.2. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

SECTION EIGHT MISCELLANEOUS

8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

8.2. Assignment. Any attempt to assign this Agreement by the Provider without the prior written consent of the City shall be void.

8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

8.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

8.5. Controlling Agreement. To the extent any of the terms or provisions in the Quote conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Quote or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

8.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 8.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

8.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

8.8. Time of Essence. Time is of the essence in the performance of this Agreement.

8.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

8.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected and accepted.

8.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

8.12. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

8.13. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

8.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 8.14 shall survive the expiration or early termination of the Agreement.

8.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

8.16 Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

By: 
John J. Lee, Mayor

Attest:

By: 
Jackie Rodgers, City Clerk

Approved as to Form:

By: 
Micaela Rustia Moore, City Attorney

Allstar Fire Equipment Inc.
a California corporation

By: 
Name: JOHN SPRENGELMEYER
Title: SALES

Exhibit A

Quote

Please see attached pages



Sales Quote

12328 Lower Azusa Road
Arcadia, California 91006
Phone 626-652-0900 Fax 626-652-0920

July 1, 2022

To: North Las Vegas Fire Department
Attn: Scott Schuster
E-Mail: schusters@cityofnorthlasvegas.com

Per your request, we are pleased to quote on the following.

		Unit	Description		
		Ea	Lion/Janesville CVBM-K7, Black 7 oz PBI MAX V-Force Turnout Coat per NLVFD Specs - PSGQ24370 -B		
		Ea	Lion/Janesville PVFM-K7, Black 7 oz PBI MAX V-Force Turnout Pant per NLVFD Specs - PSGQ24370-B		
		Pr	Lion - p/n SB348 / 48" (Long) EZ H-Back Non-Stretch Suspenders with Metal Loops		
		Ea	Lion CSRM-32 , Black 7 oz SIGMA, TACTIX TR51 Rescue Coat per NLVFD Specs - PSGQ26898-A		
		Ea	Lion PSRM/F , Black 7 oz SIGMA, TACTIX TR51 Rescue Pant per NLVFD Specs - PSGQ26898-A		
		Ea	Lion HD395142 / REDZONE™ Particulate Blocking Hood - Black		
		Pr	ProTech p/n PT8-TN-SC / Protech Titan 8 Structure Glove		
		Pr	Haix 501605 / Fire Hunter Xtreme Leather Turnout Boots		
		Ea	Phenix - p/n TC003D-ESS / NFPA Traditional Composite Series Color: TBD With: High Temperature Compression Molded Traditional Shell High Temperature Thermoplastic Impact Dome American Made Brass Eagle Finial Impact Cap Ratchet Suspension Black Detachable 8" Earlaps Nomex Combination Chinstrap with Quick Release		

		Unit	Description		
			Black Helmet Brim Trim D-Ring Shield Placement Post and Hardware SUBSTITUTIONS: ESS Fire Pro Goggles with 2 Piece Retainers ADD: ESS Snap ON/OFF Under brim Mount Attachment Kit Deluxe Leather Package Upgrade - Includes: Comfort Pad, Crown Pad and Ratchet Cover		
	Ea		Sam Brown - 6.25" Leather Shield, Drilled for Phenix TC1 Bracket, Blue Front, White Panels, Black Letters to Read:		
	Ea		Phenix - p/n PHE003D-ESS / 1500-2007 GR NFPA Helmet Color: TBD Ratchet Suspension Detachable 8" Black Earflaps ESS - Firepro NFPA Goggles Snap On/Off Kit Nomex Chinstrap with Postman Slide Comfort Brow Pad		
	Ea		Sam Brown - 6." Leather Shield for Phenix First Due Helmet, White Front, Black Panels, Gold Letters to Read: Top Line - NORTH LAS VEGAS Center - Large Gold 2 Crossed Bugles Bottom - TBD		
	Ea		Streamlight - p/n 90545 / Survivor LED Flashlight, Alkaline Model in Black		
		Terms:	Net 30		
		FOB:	Factory / Our Warehouse		
		Delivery:	1-12 Weeks ARO or Sooner / Lion Turnouts 120-160 Days		
				Subtotal	\$169,000.00
				0.000%	\$0.00
				S & H	\$0.00
				Total	\$169,000.00

Thalia Reyes

thaliar@allstarfire.com

EXHIBIT B

Second Amendment

Please see attached page(s).

FIRST AMENDMENT TO THE PURCHASE AGREEMENT

This First Amendment to the Purchase Agreement ("First Amendment") is effective 12/27/2022 13:25:09 PST _____ ("Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation ("City"), and Allstar Fire Equipment Inc., a California corporation ("Provider").

RECITALS

WHEREAS, on September 7, 2022, the City and Provider entered into the Purchase Agreement ("Original Agreement"), a copy of which is attached hereto as Exhibit A (9 pages);

WHEREAS, the Parties wish to increase the total not to exceed amount in the Original Agreement from One Hundred Sixty-Nine Thousand Dollars and 00/100 (\$169,000.00) to a total not to exceed amount of Four Hundred Thirty-One Thousand Dollars and 00/100 (\$431,000.00) to include additional firefighter Lion Turnout gear to equip recruits in the Fire Academy at the prices and quantities set forth in the Provider's quote dated November 16, 2022 (the "Quote") attached hereto as Exhibit B; and,

WHEREAS, the Original Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT


1. Section 2.1. of the Original Agreement shall be deleted and replaced with the following:

"2.1. The term of this Agreement shall commence on the Effective Date and continue until June 30, 2023 (the "Term"). The City may pay the Provider for the Products up to an amount not to exceed Four Hundred Thirty-One Thousand Dollars and 00/100 (\$431,000.00)."
2. Exhibit A to the Original Agreement is hereby amended to include the quote in Exhibit B of this First Amendment.
3. In all other aspects, the parties confirm and reaffirm the terms and provisions of the Original Agreement.

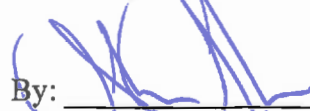
[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Provider and the City have caused this First Amendment to be executed as of the day and year indicated above.


City of North Las Vegas,
a Nevada municipal corporation

By: 
Pamela A. Goynes-Brown, Mayor

Allstar Fire Equipment Inc.,
a California corporation

By: 
Name: JOHN SPRENGELMEYER
Title: SALES

Attest:

By: 
Jackie Rodgers, City Clerk

Approved as to Form:

By: 
Micaela Rustia Moore, City Attorney

EXHIBIT C

Quote

Please see attached page(s).



INVOICE

ALLSTAR FEDERAL TAX I.D. NUMBER: 95-4326274



INVOICE NUMBER: **249155**

INVOICE DATE: 26-Jul-23

SHIPPING DATE: 25-Jul-23

PAYMENT TERMS: NET 30 DAYS

PURCHASE ORDER: 273065

SOLD TO: City of North Las Vegas
Attn: **AP - Wendi Yada**
4040 Losee Road
North Las Vegas, NV 89030

SHIP TO: Same
4040 Losee Road
North Las Vegas, NV 89030

EMAIL TO: SCHUSTERS@CITYOFNORTHLASVEGAS.COM

MARK FOR: 2023 RECRUIT CLASS

SHIPPED VIA: DROP SHIPPED

CODE: 76
167929

QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
38	EA	Lion/Janesville CVBM-K7 Black 7 Oz. PBI Max V-Force Turnout Coat with Magnets in Stormflap per NLVFD Specs.	\$2,623.75	\$99,702.50
38	EA	Lion/Janesville PVFM-K7 Black 7 Oz. PBI Max V-Force Turnout Pants per NLVFD Specs. No Suspenders	\$1,543.50	\$58,653.00
If you have any questions regarding this invoice, please call Customer Service at (626) 652-0900				SUBTOTAL \$158,355.50
Make all checks payable to: Allstar Fire Equipment, Inc. 12328 Lower Azusa Road Arcadia, California 91006				OOS TAX \$0.00
				SHIPPING CHARGES \$0.00
				TOTAL \$158,355.50

Allstar Thanks You for Your Business !!!

APPROVED BY: MT