

**FIRST AMENDMENT TO CITY OF NAPLES, FLORIDA
AGREEMENT (SERVICES)**

Resolution No. 2023-15273

THIS FIRST AMENDMENT is made and entered into this 11 day of December, 2023, by and between the CITY OF NAPLES, a Florida municipality, hereinafter referred to as the "City", and **PYE BARKER FIRE & SAFETY, LLC DBA NAPLES FIRE PROTECTION**, a South Carolina limited liability company, and formerly known as Naples Fire Protection, Inc., (hereinafter referred to as "Contractor"), to that certain City of Naples, Florida Agreement (Services) dated September 16, 2020, Clerk Tracking No. 2020-00128.

WITNESSETH:

WHEREAS, recent changes to Florida law and the City of Naples Code of Ordinances require inclusion of certain contractual provisions in agreements between the City and its Contractors; and

WHEREAS, the parties desire to update its existing Agreement to include the additional terms and conditions contained in this First Amendment; and

WHEREAS, Naples Fire Protection, Inc. was recently purchased and the City is agreeable to an assignment of the Agreement to the new entity; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Florida Statutes, imposes certain obligations on public agencies with regard to the use of the E-Verify system by their Contractors and subcontractors; and

WHEREAS, Sections 287.133, 287.135 and 287.138, Florida Statutes, provide restrictions on local governments contracting with companies that are on certain "Scrutinized Companies" lists; and

WHEREAS, Contractor is a "Covered Person" as that term is defined by Section 17.3.(1)(a) of the Naples Charter and the City of Naples Code of Ethics, as applicable, and as it may be amended from time to time; and

WHEREAS, the changes made to the Agreement by this amendment are in the best interest of the residents of the City of Naples.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this amendment as follows:

1. Amendment. This Amendment hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of this Amendment, the terms of this Amendment shall prevail.

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2. **Non-appropriation.** The City's performance and obligation to pay under the Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated notwithstanding any automatic renewal as may be provided in the Agreement. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City, subject to the City paying all invoices for services rendered during the period the Agreement was funded by an appropriation.

3. **E-Verify Compliance.** By entering into this Agreement, the CONTRACTOR shall be obligated to comply with the provisions of Section 448.095, Florida Statutes (2023) "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and use of the E-Verify System to verify the work authorization status of all newly hired employees and requiring any and all subcontractors to provide an affidavit to CONTRACTOR attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall require any subcontractor to insert into any subcontracts the requirements of this paragraph and shall be responsible for ensuring compliance by all subcontractors. The CONTRACTOR agrees to maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will result in the termination of the Agreement as provided in Section 448.095, Florida Stat. (2023), as amended; and the CONTRACTOR will not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. CONTRACTOR will also be liable for any additional costs to CITY incurred because of the termination of the CONTRACTOR. The CITY shall upon a good faith belief that the CONTRACTOR or its subcontractor has knowingly violated Section 448.09(1), Florida Statutes or the provisions of Section 448.095, Florida Statutes, terminate this Agreement, which shall not be considered a breach of contract and may be challenged pursuant to Section 448.095(2)(d), Florida Statutes.

4. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract

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with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

5. Public Entities Crime or Convicted Vendor List. The Contract has a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1) (a), Florida Statutes are placed on the convicted vendor list or the Antitrust Violator Vendor List. Contractor further agrees to not give access to an individual's personal identifying information if:

6. Compliance with Ethics Codes. CONTRACTOR acknowledges that it is a "Covered Person" as that term is defined by Section 17.3(1)(a) of the Naples Charter and the City of Naples Code of Ethics, and understands and agrees that it is prohibited from employing, or offering to employ any compensated public official or city employee who is substantially involved with the regulation, oversight or management of the contract or the transaction of business during the term, and for a period of two years after termination, of the Agreement and that it may be liable to the CITY for payment of liquidated damages in favor of the CITY for violation of this prohibition in the amount equal to the greater of: (1) the compensation received by the compensated public official or city employee from the business entity, and (2) the amount equal to the total of the compensated public official's or city employee's last two years of gross compensation from the city.

7. Data Management; Notice of Breach. Contractor shall cooperate with timely incident reporting, response activities/fact gathering, public and agency notification requirements, severity level assessment, after-action reports as provided in Section 282.3185 (5) & (6), Florida Statutes.

8. Environmental and Social Government and Corporate Activism. Contractor is prohibited from giving preference to any subcontractor based on the subcontractor's social, political or ideological interests as mandated in Section 287.05701, Florida Statutes.

9. Assignment. In accordance with Paragraph 14.1, the City hereby consents and agrees to an assignment of the Agreement from Naples Fire Protection, Inc. to Contractor. Contractor agrees to assume the duties and responsibilities of Naples Fire Protection, Inc., including but not limited to the insurance requirements contained in Paragraph 7.1.

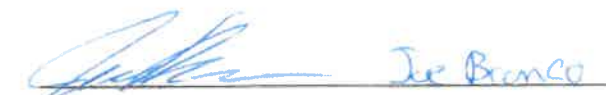
IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.



Witness
Print Name: Shaine Bravo



**PYE BARKER FIRE & SAFETY, LLC DBA
NAPLES FIRE PROTECTION**


Signature

Witness

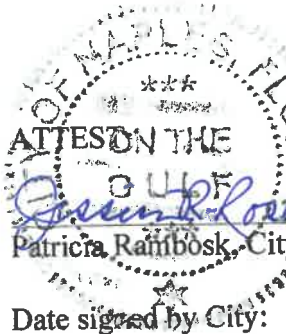
Print Name: Brannon Brister

Print Name: Joe Branco

Title: Branch Manager

Date Signed by Contractor: 12-11-23

CITY OF NAPLES



Patricia Rambosk for
 Patricia Rambosk, City Clerk
 Date signed by City: 12-20-23



 Jay Boodheshwat, City Manager

Approved as to form and sufficiency



 City Attorney

Date signed by City: 12-20-23