

**AMENDMENT AND EXTENSION TO  
PERSONAL PROTECTIVE EQUIPMENT CONTRACT**

This Amendment and Extension to Personal Protective Equipment Contract (“Amendment”) is entered into by and between the City of San Antonio (CITY) and Morning Pride Manufacturing, LLC (VENDOR), effective as of October 1, 2013 (“Effective Date”).

**WHEREAS**, pursuant to Ordinance No. 2008-12-11-1139, CITY and VENDOR entered into a Personal Protective Clothing Contract (“Contract”) for the term October 1, 2008, to September 30, 2010; and

**WHEREAS**, said Contract provided for up to three one-year extensions at the sole discretion of CITY; and

**WHEREAS**, the contract was so extended three times; and

**WHEREAS**, the Parties now wish to amend the Contract to provide Protective Clothing for additional renewal periods pursuant to the terms of the Contract as amended by this Amendment

**NOW THEREFORE**, in consideration of these premises and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

**SECTION 1.** The Personal Protective Clothing Contract entered into by CITY and VENDOR pursuant to Ordinance No. 2008-12-11-1139 is hereby amended to extend its term for the period October 1, 2013, to January 31, 2014.

**SECTION 2.** The term of this Amendment shall begin on the Effective Date and shall extend for four (4) months (the “Initial Term”), unless extended or earlier terminated in accordance with this Amendment. This Amendment may be renewed by mutual consent of the parties for up to one (1) successive, four (4) month term ( a “Renewal Term”), on the same terms and conditions as provided herein. Any renewals shall be in writing, and signed by the parties. The City Manager, her designee, or the Fire Chief shall have the authority to execute the renewals on behalf of the City, subject to appropriation of funds therefor.

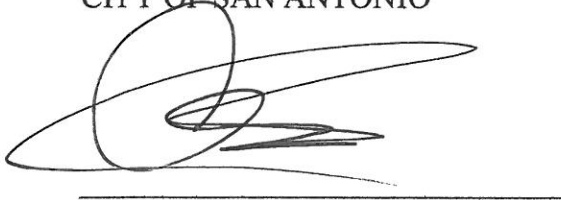
**SECTION 3.** All provisions of the Contract for a Web-Based Commissary System to Provide Protective Clothing for the San Antonio Fire Department, as previously amended, not addressed by this Amendment, shall remain in full force and effect.

**SECTION 4.** This Amendment embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

Executed by the Parties on the dates shown below.

EXECUTED on October 16, 2013

CITY OF SAN ANTONIO



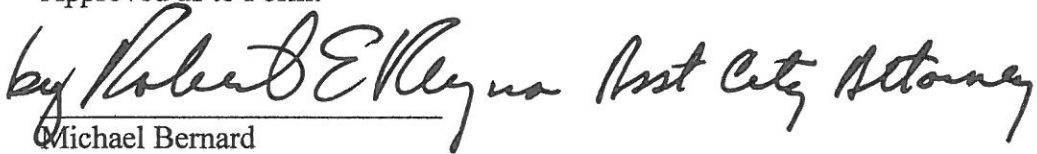
Charles N. Hood  
Fire Chief

MORNING PRIDE  
MANUFACTURING, LLC.



Jeff Morris  
Vice President/General Manager

Approved as to Form:



Michael Bernard  
City Attorney