

AGREEMENT
BY AND BETWEEN
GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US
FOR EMERGENCY EQUIPMENT FOR VEHICLES
FOR BROWARD SHERIFF'S OFFICE

THIS AGREEMENT is entered into this 5th day of June, 2023 by and between the GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA with a principal place of business located at 2601 West Broward Boulevard, Fort Lauderdale, Florida 33312 (hereinafter referred to as "BSO") and **THE SHYFT GROUP UPFIT SERVICES, INC.**, doing business as **Strobes-R-U**s, a foreign for profit corporation eligible to conduct business in Florida with its principal place of business located at 41280 Bridge Street, Novi, Michigan 48375 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, BSO issued RLI #23004AP - Emergency Equipment for Vehicles (attached hereto and marked as Exhibit A), requesting letter of interest, and statement of qualifications and experiences for Emergency Equipment for Vehicles for Broward Sheriff's Office's Public Safety Vehicles (hereinafter referred to as "Services"); and

WHEREAS, CONTRACTOR submitted a proposal (attached hereto and marked as Exhibit B) for said Services and was selected by BSO to provide such Services; and

WHEREAS, BSO and CONTRACTOR are desirous of entering into an agreement for CONTRACTOR to provide such Services to BSO.

THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, BSO and CONTRACTOR hereby agree as follows:

SECTION I
DEFINITIONS

Where the following terms occur herein, the intent and meaning shall be as follows:

- 1.1 **Agreement** means this document and the exhibits attached hereto.
- 1.2 **Facility(ies)** means the CONTRACTOR facilities that are used by CONTRACTOR to provide the services set forth herein.
- 1.3 **BSO** shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- 1.4 **Contract Administrator** - The designee of the BSO whose primary responsibility is to coordinate and communicate with CONTRACTOR and to manage and supervise

performance and completion of this Agreement in accordance with the terms and conditions set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator. The Contract Administrator relative to this Agreement is as follows:

BSO Contract Administrator:
Scott Barnett Fleet Manager Broward Sheriff's Office 2601 West Broward Boulevard Fort Lauderdale, FL 33312 Telephone: (954) 497-1440 Email: Scott_Barnett@Sheriff.org

- 1.5 **Contractor** shall mean THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US and its successors and assigns.
- 1.6 **Fleet** shall mean all of the DLE/Administration/Detention Fleet and the Fire Rescue Fleet vehicles, trucks, buses and other miscellaneous vehicles and/or vessels. Notwithstanding the forgoing and at the option of BSO, Fleet shall also include any other law enforcement or governmental entity that BSO currently has a memorandum of understanding or agreement in effect now or in the future pertaining to shared use of vehicle's or vehicles' maintenance, repair or towing of vehicles.
- 1.7 **Rework** shall be defined as any services provided to BSO that is deemed unacceptable and thus must be returned to the CONTRACTOR for the purposes of making corrections to the satisfaction of BSO.

SECTION II **TERM**

- 2.1 The initial term of this Agreement shall be three (3) years commencing on **June 9, 2023** and expiring on **June 8, 2026**, unless otherwise extended or terminated in accordance with the terms of this Agreement.
- 2.2 BSO shall have the right to renew this Agreement at its sole discretion for two (2) successive, one (1) year periods upon providing CONTRACTOR with written notice of its intent to renew at least thirty (30) calendar days prior to the end of the then current term upon the same terms and conditions contained herein.

SECTION III **OBJECTIVES AND PERFORMANCE STANDARDS**

3.1 CONTRACTOR shall provide Services to BSO in accordance with the following performance standards:

- a. Provide the highest quality of Services and products to ensure the safety of BSO's employee at the most cost-effective manner possible;
- b. Ensure that Services are completed in accordance with local, state and federal mandated safety requirements;
- c. Accomplish all Services with maximum productivity, high quality of work and minimum use of labor, parts and materials;
- d. Provide the best value in terms of the quality and timely performance of Services;
- e. Provide a technically competent, highly productive workforce that receives vigorous training to maintain their competency and establishing the highest degree of professionalism and business ethics when dealing with BSO's employees, subcontractors and vendors;
- f. Obtain high quality parts at the least possible cost to minimize overall BSO fleet costs and keep annual contract costs within budgeted limits;
- g. Maintain open communication with BSO's Contract Administrator and staff;
- h. Establish and/or maintain a safety program that meets the highest industry standards;
- i. Quickly respond to problems and perform personalized services that exceeds the best industry standards;
- j. Maintain sufficient qualified staff in sufficient numbers to ensure that Services are performed in a timely manner;
- k. Perform Services in such a manner that all work is planned and scheduled, if time permitting, to ensure minimum BSO vehicle downtime;
- l. CONTRACTOR shall at all times coordinate and communicate with BSO on all Services and their status including explaining all delays, parts status, supplies of parts available and service issues.

3.2 CONTRACTOR shall meet all performance standards set forth herein. In the event BSO determines that CONTRACTOR consistently fails to meet and maintain the performance standards, BSO reserves the right to terminate this Agreement upon thirty (30) days prior written notice to CONTRACTOR or sublet Services to other vendors.

- 3.3 The omission of any standard regarding the Services to be provided hereunder shall be regarded as meaning that only the best commercial practice shall apply and that only material and workmanship of the finest quality shall be used.
- 3.4 The Services performed by CONTRACTOR under this Agreement may, at the option of BSO, be extended to providing the same Services at the same consideration rates to the U.S. Marshall's Office and/or the Attorney General's Fraud Unit or any other law enforcement agency or governmental entity that BSO has a memorandum of understanding with now, or in the future.

SECTION IV **NON-EXCLUSIVE AGREEMENT**

- 4.1 The parties hereby acknowledge and agree that this is a non-exclusive agreement, and that BSO reserves the unilateral and unconditional right to procure the Services from other vendors. BSO makes no guarantee or representation as to any minimum or maximum quantity of vehicle Services that will be required of CONTRACTOR under this Agreement.
- 4.2 CONTRACTOR, at the request of BSO, may submit a written quote/estimate for Services on a specific vehicle or group of vehicles, in a format determined by BSO. The quote/estimate shall be based upon the rates set forth in Exhibit B, which is attached and incorporated herein. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote increased rates above those identified in Exhibit B. BSO shall evaluate the quote/estimate received by the CONTRACTOR and other vendors under contract with BSO to provide Services. BSO reserves the right to reject all quotes/estimates. In the event BSO accepts CONTRACTOR'S quote/estimate, such quote/estimate shall serve as a basis in determining the consideration to be paid to CONTRACTOR for that specific vehicle or group of vehicles. The parties agree that the terms and conditions stated herein along with the CONTRACTOR'S quote/estimate for a specific vehicle shall serve as a binding agreement with regards to the work to be done on such vehicle or group of vehicles.
- 4.3 Upon consent of the CONTRACTOR, any governmental entity, agency or municipality within the State of Florida may utilize this Agreement to make purchases under the same pricing, terms and conditions of this Agreement with the development of their own contract or agreement ("Piggybacking"). In such cases of Piggybacking, all purchases made by other governmental entities pursuant to the terms and conditions of this provision and this Agreement, shall be transactions between the CONTRACTOR and the other governmental entity and BSO shall not be responsible for any such purchases. *Additionally, in such cases of Piggybacking, BSO's service orders shall take first precedence to all other governmental entities service order(s).*

SECTION V
SCOPE OF SERVICES

5.1 **NORMAL HOURS OF OPERATION:** CONTRACTOR will provide its own Facility(ies) and supplies and equipment and personnel and shall provide Services under this Agreement during the minimum following times: 8:30 a.m. to 5:30 p.m., Monday through Friday, excluding holidays and weekends.

5.2 All work shall be done in conformity with ALL applicable local, state, and federal safety codes, ordinances, and regulations. Additionally, all products shall conform to the latest edition of the following standards:

SAE International;

NFPA (National Fire Protection Association);

UL (Underwriters Laboratories Inc.);

OSHA 1910.95 "Permissible Noise Exposure"; and

Parts shall be either Original Equipment Manufacturer (OEM) or meet OEM standards.

Any reference to published specifications or standards of any organization or association shall refer to the requirements of the specification or standard which is current on the date of the issuance of this RLI. In case of a conflict between referenced specifications or standards, the one having the most stringent requirements shall prevail.

5.3 CONTRACTOR will provide Services for BSO's vehicles in accordance with BSO's RLI #23004AP, which is attached as Exhibit A and incorporated herein and CONTRACTOR'S Proposal to RLI #23004AP which is attached as Exhibit B and incorporated herein, to include, but not necessarily be limited to, the following:

- a. **Estimate Requirements:** All estimates shall be in writing based upon the rates set forth in Exhibit B, which is attached and incorporated herein. CONTRACTOR shall prepare a preliminary estimate for Services of vehicle(s) within one (1) business day from delivery to CONTRACTOR'S facility or request from BSO. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote higher rates to BSO. All payments shall be made in accordance with the Section VI of this Agreement. All estimates shall indicate labor rate and labor hours; parts cost by component, and approximate time frame for completion. The CONTRACTOR shall submit the estimate to the BSO'S Contract Administrator. BSO must approve, in writing, all work/Service orders before CONTRACTOR performs the Services. In the event work is completed prior to BSO Contract Administrator's written approval, BSO will not be obligated to pay CONTRACTOR for such Services. With or without notice, BSO may inspect any vehicle delivered for Services or any of CONTRACTOR'S facility(ies).
- b. **Supplements:** Supplemental estimates, additional cost of Services from hidden conditions beyond the original estimate, will be reviewed on a case-by-case basis and limited to maximum of ten percent (10%) of the original

estimate. If BSO determines that the CONTRACTOR has excessive number of supplemental estimates, CONTRACTOR may be held in material breach of this Agreement by BSO.

- c. Reporting of Turn Around Time: CONTRACTOR shall state in the Service estimate, the total turn around time for completion of Service for each vehicle. CONTRACTOR shall provide at the end of each Service completion on each vehicle, a detailed listing of the work performed, and equipment supplied, and hours worked. No markup or administrative fee, stocking or restocking fees will be added to the cost of parts or special-order parts under this Agreement other than those rates specifically identified in Exhibit B attached hereto.
- d. Reporting Quarterly: CONTRACTOR shall furnish BSO with quarterly reports showing the dollar amount for the total work performed within that quarter and a list of all vehicles receiving Services within the quarter. All reports must include a listing of all BSO vehicles serviced in that quarter to include a breakout of parts, labor, sublets, supplements and any installations or decommission work or rework or repairs. CONTRACTOR will provide other reports as requested by BSO.
- e. Cleanliness of Vehicles: CONTRACTOR shall use best efforts to ensure the vehicles are returned to BSO only after the vehicles are cleaned on the interior of the body – including dusted, washed and vacuumed.
- f. Parts and Materials: CONTRACTOR shall not be entitled to any markups on any parts and materials charged to BSO with the exception of those prices identified in Exhibit B attached hereto, if any. BSO reserves the right to review and audit CONTRACTOR'S original parts invoices anytime during this Agreement and benchmark these prices against other comparable market pricing and if such benchmarking reveals overpricing by CONTRACTOR for parts charged to BSO, then BSO shall be entitled to a credit or refund of the difference upon demand. BSO reserves the right to supply CONTRACTOR with new or used OEM parts to be used on BSO vehicles. CONTRACTOR shall be required to conduct thorough parts sourcing activities in order to supply BSO with the lowest cost for quality parts that are reasonably obtainable. CONTRACTOR shall keep in stock for BSO, at CONTRACTOR'S cost, expense and risk, sufficient number of commonly used parts and equipment normally and routinely used by BSO at the CONTRACTOR'S Facility(ies) to limit any delays in delivering Services to BSO and to reduce any waiting time for shipment of needed parts and equipment.
- g. Road Testing: Only if necessary, CONTRACTOR shall conduct a road or appropriate operations test on all vehicles and equipment CONTRACTOR will ensure that the vehicles and equipment are safe to operate prior to being returned to BSO for service. CONTRACTOR shall sufficiently temporally cover the emergency lights and BSO badge, logo and BSO markings while a vehicle is being test driven to avoid the public from viewing such markings. CONTRACTOR shall not operate emergency lights or audible emergency equipment unless necessary to establish the working functionality of the

same and may do so only off public streets and away from public viewing. Only licensed and properly insured drivers shall operate vehicles when being test driven. CONTRACTOR is solely liable for any and all damages and/or losses whatsoever to BSO'S vehicle and property during said test drives.

- h. Materials: The materials, parts and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to ridged examination and standardization. All parts and equipment installed by CONTRACTOR in/on BSO vehicles must be new and not used or after-market. Items not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.
- i. Transporting of Vehicles: The CONTRACTOR shall be responsible for all transportation of the BSO vehicles to/from BSO vehicle storage sites located at: i) The empty unpaved lot immediately north of the Paul Rein Detention Facility which is located 2421 N.W. 16th Street, Pompano Beach Florida 33309; and ii) the paved parking lot immediately north of the Joseph V. Conte located at 1351 N.W. 27th Avenue, Pompano Beach Florida 33069 (Collectively referred to herein as the "BSO Storage Site") CONTRACTOR shall burden the risk of loss or damage to the vehicles and all liability relating to the operation of said vehicles: a) while the vehicles are in the care, custody and control of the CONTRACTOR; b) while the vehicles are being operated by the CONTRACTOR; c) while the CONTRACTOR is transferring the vehicles to/from the BSO Storage Site and the CONTRACTOR'S Facility(ies).
- j. Quality Assurance: CONTRACTOR shall design, (subject to BSO approval), and implement a Quality Assurance Program for the Services rendered under this Agreement.
- k. Cost Containment: Both parties acknowledge that BSO's cost containment is a critical component of this Agreement. Both parties further acknowledge that BSO has a fixed budget allocation for Fleet maintenance and has a limited ability to supplant the Fleet budget to accommodate cost overruns. Both parties will actively strive to manage expenditures. CONTRACTOR shall be an active participant in helping to control costs under this Agreement. CONTRACTOR will use its best efforts to control all costs, fees, charges, and expenses charged to BSO under this Agreement and will actively seek out the lowest possible price points for all Services offered to BSO and pass along the savings to BSO during the entire term of this Agreement, and any extensions thereto.

CONTRACTOR will be responsible for any damages and/or losses whatsoever to BSO's property as applicable when such property is the responsibility or in the custody of the CONTRACTOR, his/her employees or Sub-Contractors. CONTRACTOR and his/her employees or Sub-Contractors shall return the serviced vehicle FOB to the designated BSO facility or BSO site.

5.4 REPLACED PARTS

CONTRACTOR shall retain replaced parts for inspection and utilize an identification method to clearly indicate the vehicle in which the replaced parts were removed upon written request from BSO. BSO'S Contract Administrator will advise CONTRACTOR, in writing, if the replaced parts can be disposed of or whether such parts must be held in a secure location for investigation or other purposes.

5.4 ENVIRONMENTAL/SAFETY

CONTRACTOR will continue its safety and environmental programs in order to ensure that its Facility(ies) are run in strict compliance with all federal, state and local law, statutes, rules and regulations while reducing and eliminating lost productive time due to accidents.

5.5 EMERGENCY/NATURAL DISASTER

During any BSO declared emergency situations, such as unforeseen disturbances, riots, storms, hurricanes, tornadoes flooding or other acts of God, CONTRACTOR shall provide adequate staffing to assure the continued use of safe, operational vehicles and equipment. Such emergencies may occur at any time and may involve any number of employees, equipment, and vehicles. CONTRACTOR will mobilize its Facility(ies) and provide Services for the duration of the emergency situations. All emergency labor work will be billed at the hourly rate set forth in Section VI of this Agreement. Cost for parts and materials will be billed to BSO at actual cost unless specifically agreed to otherwise as identified in Exhibit B attached hereto. CONTRACTOR will accept emergency work requested by BSO. CONTRACTOR will give such emergency work priority over all other work at its Facility(ies). The required supply inventory will be mutually determined by BSO and CONTRACTOR.

5.6 TOWING SERVICE

Upon request by BSO, CONTRACTOR shall provide towing services for BSO vehicles and equipment in Miami Dade, Broward or Palm Beach County to/from CONTRACTOR'S facility when said vehicle is inoperable as determined at the discretion of BSO and in need of Services. The cost of any BSO vehicle that is being towed from one of BSO'S service centers or to a subcontractor will be invoiced to BSO by CONTRACTOR, at no more than fifty dollars (\$50.00) per tow.

If CONTRACTOR is unable to provide towing services required by this contract, CONTRACTOR shall contract with one or more companies that are licensed, insured and capable of providing twenty-four (24) hour service calls. CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement.

CONTRACTOR will ensure that the towing vendor(s) is insured and capable of providing 24-hour service calls. In addition, CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement. All tow company insurance policies shall name and endorse the following as additional insured: the Broward County Sheriff's Office, BSO, Broward County, the Board of Commissioners of Broward County and their officers, agents,

employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Garage keeper's insurance will be required in addition to other insurance requirements listed herein.

Notwithstanding the forgoing, BSO may elect, at BSO's sole discretion, to utilize BSO's towing vendors (currently Mac's Towing, Westway Towing and A-Superior Towing) at BSO's cost and expense at any time.

SECTION VI **CONSIDERATION/INVOICING**

6.1 CONSIDERATION

The consideration payable by BSO to the CONTRACTOR for Services rendered pursuant is Agreement shall be at the rates as set forth in Exhibit B, which is attached and incorporated herein, including the bundling rates identified as Attachment A consisting of 7 consecutive pages within Exhibit B. Notwithstanding the forgoing, CONTRACTOR, at CONTRACTOR'S option, may quote and charge lower rates than those set forth in Exhibit B or provide discounts on those quotes/rates on any given job order or solicitation received from BSO.

The consideration represented within Exhibit B and Attachment A within Exhibit B shall remain the same for the initial term of the parties' agreement. Thereafter, on an annual basis the CONTRACTOR may request an increase or decrease in pricing represented in Exhibit B and Attachment A within Exhibit B, but only to the degree based on documented equipment manufacturer increases or documented CONTRACTOR'S operational expense increases and only to the extent of up to three percent (3%) per year or the current CPI index. BSO, at BSO's discretion, may agree to said price changes or deny such price changes in writing. If BSO rejects CONTRACTOR'S request for a price change, then the CONTRACTOR will continue to perform under this Agreement without any increase in prices charged to BSO. If a manufacture of any parts or equipment offers price discounts to CONTRACTOR, CONTRACTOR shall pass on those price discounts to BSO.

6.2 MONTHLY INVOICE

CONTRACTOR shall invoice BSO on a monthly basis for Services fully completed. The invoice shall include the following information:

- a. BSO purchase order number
- b. The date of the report
- c. Cost of labor
- d. Cost of subcontractor services
- e. Number of Cost of supplements
- f. Contract serial number
- g. BSO vehicle identification number
- h. Vehicle identification number
- i. Total number of reworks
- j. Total labor rates with labor hours

- k. Work order number
- l. Description of work performed and reason for repair
- m. Detail itemized parts listing and pricing and serial numbers of parts
- n. Vehicle Assigned Location (example: station, district or department).

All invoices without the above listed information may be returned by BSO to CONTRACTOR for corrections within ten (10) business days, thus delaying payment. The CONTRACTOR shall resubmit a revised/corrected invoice within three (3) business days of return. BSO reserves the right to request additional documentation to be reviewed prior to paying any disputed portion of an invoice. Such documentation may include, but is not limited to, invoices to CONTRACTOR for subcontracted services. BSO shall pay CONTRACTOR within thirty (30) days of BSO'S receipt of the monthly invoice meeting the requirements above.

6.3 END OF YEAR INVOICE:

CONTRACTOR shall provide all invoices for work provided during a fiscal year (October 1 – September 30) in a timely manner and prior to October 10th of that calendar year. BSO will not be fiscally responsible to pay any invoices received during a fiscal year for work performed in a previous fiscal year except for the final invoice that is due prior to the October 10th date. The final invoice should state on the invoice that this is the final invoice for Fiscal Year (enter fiscal year #) and include the information listed above in Section 6.2.

6.4 EXPENSES.

Except as otherwise provided herein, CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by CONTRACTOR in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, bonds or taxes, and all other costs of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of BSO.

SECTION VII
TIME IS OF THE ESSENCE IN CONTRACTOR'S SERVICES

Time is of the essence in CONTRACTOR'S rendering of Services under this Agreement.

SECTION VIII
HIDDEN DAMAGE OR CONDITIONS

If during the course of rendering Services to any BSO vehicle, CONTRACTOR discovers additional work or repairs not included in the original estimate, CONTRACTOR shall contact BSO'S Contract Administrator for inspection and approval. Upon BSO'S Contract Administrator's written approval, a revised estimate shall be promptly prepared and delivered by CONTRACTOR to BSO's Contract Administrator.

SECTION IX

REWORK

- 9.1 CONTRACTOR must provide professional workmanship and avoid Rework repairs. Excessive Reworks will affect job allocations and may, in BSO'S sole discretion, result in immediate default of this Agreement. All installations and fabrications are subject to BSO'S quality control inspections. All Rework shall be performed at no additional cost to BSO.
- 9.2 CONTRACTOR should track and identify Rework utilizing it's approved automated fleet management system and shall not include in the monthly statement, any costs for Reworks occurring less than the scheduled time after the original repair. In the case of a Rework, CONTRACTOR shall correct any resultant deficiency at no additional cost to BSO. BSO shall not pay any costs associated with Rework including, but not limited to towing fees, cost of actual Rework and repair or cost for additional damages and penalties as a result of repair omissions or improper initial repair by CONTRACTOR. Reworks shall be classified as priority of other Service orders.
- 9.3 If there is a dispute about a Rework repair, such dispute shall be resolved by BSO's Contract Administrator and CONTRACTOR'S representative.

SECTION X

LIABILITY/INDEMNIFICATION

- 10.1 CONTRACTOR shall, at all times hereafter, indemnify, hold harmless (and, at the option of BSO'S counsel, defend or pay for an attorney selected by BSO'S counsel to defend) the Broward Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful acts or omissions of CONTRACTOR, its officers, agents, employees, servants, independent contractors or subcontractors in the performance of this Agreement or the Services rendered by CONTRACTOR.
- 10.2 CONTRACTOR shall inform BSO in advance of planned actions and/or conduct related to CONTRACTOR'S handling of any such action or claim. BSO shall inform CONTRACTOR of any known restrictions, defenses or limitations which may arise or exist by reason of BSO being a governmental entity.
- 10.3 BSO shall not be liable for and CONTRACTOR agrees to indemnify BSO against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR'S employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

- 10.4 Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the BSO'S immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.
- 10.5 The above indemnification provisions shall survive the expiration or termination of the Agreement.
- 10.6 CONTRACTOR shall be responsible for any loss or damage to BSO vehicles, equipment or property from acts of theft, burglary, or vandalism, while such vehicles, equipment and property are in CONTRACTOR'S care, custody or control or while such vehicles, equipment and property are in the CONTRACTOR'S employees', agents', representatives', or subcontractors' care custody or control. If the loss or damage to a vehicle, regardless of the location of the vehicle, results from theft or mishandling of that vehicle keys in CONTRACTOR'S possession, then CONTRACTOR shall be liable for such loss or damage to the vehicle.

SECTION XI

DIRECT DELIVERY OF VEHICLES DIRECTLY TO FACILITIES

CONTRACTOR may receive BSO vehicles directly from BSO for Services and coordinate the timing of such delivery of vehicles for immediate Services or for storage in contemplation of future Services to the vehicles. CONTRACTOR shall, upon request by BSO and for no additional charges to BSO, coordinate and arrange directly with vehicle manufacturers, resellers, suppliers or distributors supplying BSO with new or refurbished vehicles for delivery directly to CONTRACTOR'S facility(ies) (hereinafter referred to as "drop ship"). CONTRACTOR, at no additional cost or expense to BSO, CONTRACTOR shall:

- a. Accept a dealer's "drop ship" or direct ship vehicles to CONTRACTOR'S Facility(ies);
- b. Check in, inspect and sign on behalf of BSO each "drop ship" vehicle to CONTRACTOR'S facility; and
- c. If any issues are identified with a vehicle, CONTRACTOR shall immediately notify BSO and BSO will follow up with the selling dealer to determine a course of action.

SECTION XII

CONTRACTOR'S EMPLOYMENT & STAFFING LEVEL RESPONSIBILITY

- 12.1 Any person(s) utilized by CONTRACTOR to fulfill the terms and conditions of this Agreement shall be deemed agents, subcontractors, servants, or employees of CONTRACTOR, not of BSO.
- 12.2 Accordingly, CONTRACTOR shall be responsible for assuming all employment related costs and expenses including, but not limited to, the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 441, FSA), or other CONTRACTOR provided employee fringe benefits.

- 12.3 CONTRACTOR shall adopt working conditions that meet all local, state, and federal laws, statutes, ordinances, codes, rules, and regulations.
- 12.4 CONTRACTOR'S staffing level for this Agreement shall be adequate to provide the services contemplated herein. CONTRACTOR shall provide EVT certified installers and technicians. CONTRACTOR shall keep and maintain all personnel and manufacturing certifications mentioned in Exhibit B.
- 12.5 In accordance with, §448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Contractor shall, upon request, provide evidence of compliance with this provision to BSO. Failure to comply with this provision is a material breach of an Agreement, and BSO may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SECTION XIII **CONTRACTOR'S FACILITY(IES)**

- 13.1 LOCATION OF SERVICE
CONTRACTOR shall perform the services described herein at the CONTRACTOR'S facility(ies) within Broward County, Florida or at CONTRACTOR's Jupiter, Florida location as needed. For any and all work to be completed outside of Broward County, Florida, CONTRACTOR shall tow SHERIFF's vehicle(s) to CONTRACTOR's facility at its own expense on a flatbed truck. CONTRACTOR shall be responsible for any and all maintenance, repairs and capital improvements to the CONTRACTOR'S facilities.
- 13.2 FACILITY COMPLIANCE
CONTRACTOR shall ensure that CONTRACTOR'S facility(ies) are operated in compliance with all local, state, and federal laws, statutes, ordinances, rules, orders, and regulations.
- 13.3 FACILITY SAFETY & SECURITY

In addition to all the CONTRACTOR'S facility(ies) security and safety systems described in Exhibit B, CONTRACTOR shall provide 24/7 secure, fenced in and security camera monitored security system protected storage for all BSO vehicles and/or parts/equipment provided to CONTRACTOR for Service. CONTRACTOR shall burden all risk of loss and/or damage to that occurs to BSO vehicles and/or parts/equipment that have been placed physically with the CONTRACTOR for Services. CONTRACTOR shall be considered a bailee of these vehicles and/or parts/equipment and CONTRACTOR shall keep all vehicles and/or parts/equipment in covered, secured inside storage structure away from all elements and rain. CONTRACTOR'S facility(ies) shall conform to all applicable municipal, county, state and federal codes, with no exceptions.

SECTION XIV **EQUIPMENT, TOOLS, AND FURNITURE**

- 14.1 CONTRACTOR, at its cost, shall be responsible for equipping the CONTRACTOR'S facility(ies) with all equipment, tools and supplies necessary for CONTRACTOR to efficiently perform the Services described herein.
- 14.2 CONTRACTOR will be responsible for the cost of the upkeep, repair, replacement, and purchase of the Facility(ies)' equipment, tools, and furniture necessary to perform the highest level of service in a timely manner. Additionally, CONTRACTOR and will pay for any and all parts and accessories needed to maintain the equipment, tools and furniture in proper working condition and good running order.

SECTION XV **PERMITS, TAXES, AND LICENSES**

CONTRACTOR, at its sole expense, shall obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local, state and federal laws, statutes, ordinances, codes, rules, and regulations applicable to the services provided herein.

SECTION XVI **INSURANCE**

- 16.1 Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Section.
- 16.2 All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.
- 16.3 All insurance policies shall name and endorse the following as additional insureds: the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and

commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

- 16.4 All insurance policies shall be on an occurrence basis and shall be endorsed to provide that (a) CONTRACTOR'S insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR'S insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- 16.5 Waiver of Subrogation – CONTRACTOR agrees by entering into this agreement to a Waiver of Subrogation, against the Broward Sheriff's Office and Broward County for each required policy herein. When required by the insurer or should a policy condition not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- 16.6 CONTRACTOR shall carry the following minimum types of insurance and submit insurance information with the proposal including aggregate limits:
- a. Workers' Compensation Insurance. CONTRACTOR shall carry Worker's Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 for aggregate disease.
 - b. Commercial General Liability Insurance. CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than two million (\$2,000,000) dollars per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.
 - c. Employee Fidelity Coverage: Coverage A – CONTRACTOR shall carry Employee Fidelity with minimum limit of One Million Dollars (\$1,000,000).

- d. Business Automobile Liability Insurance. CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of one million (\$1,000,000) dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for any damage or loss caused by CONTRACTOR when operating or storing or repairing BSO vehicles.
 - e. Garage Keepers Liability/Garage Liability Insurance: CONTRACTOR must carry Garage Keepers Liability (Direct Primary Coverage) insurance policy or policies to protect BSO's vehicles from losses resulting from perils such as fire, vandalism, and theft while such vehicles are in the care, custody and control of CONTRACTOR in an amount of no less than two million dollars (\$2,000,000.00) and to include loss of use of BSO's property. Additionally, CONTRACTOR shall carry Garage Liability insurance of not less than \$2,000,000 per occurrence to cover third party injuries and/or property damage caused by the garage operations.
 - f. Cargo/On-Hook: CONTRACTOR must carry Cargo/On-Hook coverage at a minimum of \$100,000 per vehicle. Coverage shall include both the unit being towed and its contents.
 - f. Umbrella or Excess Liability Insurance. CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.
- 16.7 CONTRACTOR shall provide BSO'S Director of Risk Management and BSO'S Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of insurance and coverages required by this Section prior to award of the contract, and, at any time thereafter, upon request by the BSO.
- 16.8 CONTRACTOR's insurance policies shall be endorsed to provide BSO with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office

Attn.: Contract/Lease Manager
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

AND

Broward Sheriff's Office
Attn: Director of Risk Management
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

- 16.9 If CONTRACTOR'S insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.
- 16.10 If any of CONTRACTOR'S insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Section.
- 16.11 The provisions of this Section shall survive the expiration or termination of this Agreement.
- 16.12 Payment. If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, Contractor shall not receive payment from BSO until such time that BSO has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. BSO, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to Contractor.

SECTION XVII
WASTE & DISPOSAL OF PARTS

- 17.1 CONTRACTOR shall, at CONTRACTOR'S expense, comply with all laws regulating the use, generation, release, manufacture, refining, storage, transportation, or disposal of hazardous substances relating to the CONTRACTOR'S facility(ies) and/or Services rendered under this Agreement. CONTRACTOR shall promptly provide all information regarding the use, generation, release, manufacture, refining, storage, transportation or disposal of hazardous substances that is requested by BSO.

- 17.2 Any and all used parts removed from BSO vehicles shall be either returned to BSO or at the option of BSO, properly destroyed by CONTRACTOR.

SECTION XVIII **INSPECTION OF WORK**

CONTRACTOR shall furnish BSO or BSO authorized representative(s) with every reasonable opportunity to determine whether or not the work is performed in accordance with the requirements of this Agreement. BSO may appoint qualified persons to inspect the CONTRACTOR'S and/or subcontractor's operations and equipment, and CONTRACTOR shall permit these authorized representative(s) to make such inspections at a reasonable time and place.

SECTION XIX **WARRANTY**

CONTRACTOR shall warrant and guarantee work performed by CONTRACTOR or its subcontractors for a minimum of five (5) years.

- a. All parts installed by CONTRACTOR on/in BSO vehicles shall be covered for a minimum of five (5) years by original equipment manufacturer's or reseller's warranties and said warranties shall name BSO as the owner and holder of such warranties when possible. CONTRACTOR will take all steps in facilitating the naming BSO as the owner and holder of all such warranties;
- b. All work is fully and completely warranted for by original equipment manufacturer's or reseller's warranties, and if there is no such original equipment manufacturer's or reseller's warranties, then for five (5) years after the date of the completion of the CONTRACTOR'S Services to the vehicle;
- c. CONTRACTOR shall provide any repeat repairs/work that is required and that falls within the warranty period at no additional labor, parts, administrative fees or subcontractor charge to BSO; and
- d. The materials, parts and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Materials, parts and supplies not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

SECTION XX **REPORTING / RECORDS**

- 20.1 CONTRACTOR shall provide BSO's authorized representatives access, at reasonable times, to all electronic and hard data-copy books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memorandum of every description, pertaining to the work under this Agreement for the purpose of auditing and verifying costs of the work performed, upon prior notice to CONTRACTOR. CONTRACTOR shall generate any and all reports, records and documentation requested by BSO's Contract Administrator(s).
- 20.2 CONTRACTOR will maintain its current digital and computerized files and system tracking each vehicle by its Vehicle Identification Number (VIN) and make/model and service dates, which shall include color photographs of the vehicles and equipment/repairs, documenting all repairs and Services rendered to all vehicles and allow BSO access or copies of the same upon BSO at no additional cost or expense. Said digital and computerized files and system shall be backed up automatically no less than once every twenty-four (24) hours and stored in a separate "mirror image", duplicate server or data storage device at all times. Said digital and computerized files and system shall be preserved at least for ten (10) years after the rendering of the Services to each vehicle.
- 20.3 CONTRACTOR shall maintain a complete file of service manuals, service bulletins, charts and other such information needed to properly render Services to BSO's Fleet. A hard copy history folder shall be maintained by CONTRACTOR for each BSO vehicle and piece of equipment. This folder will contain, in chronological order, all work orders generated on the vehicle. The folder shall also contain the vehicle's make, model, year and VIN along with invoice information.
- 20.4 CONTRACTOR agrees to retain all financial books, records, and other documents relevant to this Agreement for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer.
- 20.6 If CONTRACTOR'S books, records and other documents relevant to the services provided by CONTRACTOR pursuant to this Agreement are not sufficient to support and document that such services were provided, BSO shall notify CONTRACTOR in writing of the unsubstantiated services and BSO has the option of either adjusting any future invoice submitted by CONTRACTOR by the amount of the unsubstantiated services or to require repayment of the unsubstantiated amount by CONTRACTOR'S issuance of a check payable to BSO.
- 20.7 If at any time it is determined by BSO that a cost for which payment has been made is a disallowed cost, BSO shall notify CONTRACTOR in writing of the disallowance which shall be at the option of BSO either to adjust any future invoice submitted by CONTRACTOR by the amount of the disallowance or to require repayment of the disallowed amount by CONTRACTOR.

BSO shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to the Services. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, CONTRACTOR shall make same available at no cost to BSO in written form.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BSO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BSO to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof.

- 20.8 Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), CONTRACTOR must comply with all applicable public records laws. Specifically, CONTRACTOR shall:
- (a) Keep and maintain public records required by BSO to perform the services contracted for in this Agreement.
 - (b) Upon request from BSO, BSO'S designee or BSO'S custodian of public records, provide BSO or designee with a copy of the requested records or allow the records to be inspected or copied, at BSO or designee's sole option, within a reasonable time at no cost to BSO.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to BSO.
 - (d) Upon completion of the contract, transfer, at no cost, to BSO all public records in possession of CONTRACTOR or keep and maintain public records required by BSO to perform the services contracted for in this Agreement, at BSO'S sole option. If the CONTRACTOR transfers all public records to BSO upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.
 - (e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to BSO, upon

request from the BSO, or BSO'S designee or BSO'S custodian of records, designee, in a format that is compatible with the information technology systems of BSO.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin.Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall provide BSO with written notice of the request accompanied by a copy of such request at least five (5) calendar days prior to the distribution of any of the requested records.

SECTION XXI **MEETINGS**

At the request of BSO's Contract Administrator, CONTRACTOR will meet with BSO personnel to discuss any issues related to fleet maintenance and repairs.

SECTION XXII **ANNUAL PERFORMANCE REPORT**

CONTRACTOR shall submit an annual report to BSO that reviews CONTRACTOR'S performance in relationship to the term and conditions of this Agreement. The format of the report and due date will be mutually agreed upon between CONTRACTOR and BSO.

SECTION XXIII **INDEPENDENT CONTRACTOR**

CONTRACTOR shall at all times be an independent contractor under this Agreement, rather than an employee, agents, or representative of BSO, and no act, action, or omission to act by CONTRACTOR shall in any way obligate or bind BSO.

SECTION XXIV **SUBCONTRACTING**

- 24.1 CONTRACTOR shall not subcontract the Services to be performed hereunder without BSO'S Contract Administrator's prior written approval. Such approval shall not be construed as making BSO a party to such subcontract, nor shall approval be construed as subjecting BSO to liability of any kind to any subcontractor. Subcontracting shall not relieve CONTRACTOR of its responsibilities and obligations under this Agreement.

- 24.2 A list of all subcontractors CONTRACTOR intends on using to perform the Services contemplated herein is set forth in Exhibit C (if any), which is attached and incorporated herein and such list is approved by BSO.

SECTION XXV **TERMINATION**

- 25.1. Termination by Mutual Agreement. In the event the BSO and CONTRACTOR mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- 25.2. Termination Without Cause. BSO shall have the right to terminate this Agreement without cause by providing CONTRACTOR with thirty (30) calendar days written notice via certified mail, return receipt requested or via hand delivery with proof of delivery or e-mail to CONTRACTOR.
- 25.3. Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, BSO may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.
- 25.4. Immediate Termination by BSO. BSO, in its sole discretion, may terminate this agreement immediately upon the occurrence of any of the following events:
- a) CONTRACTOR'S violation of the Public Records Act;
 - b) The insolvency, bankruptcy or receivership of CONTRACTOR;
 - c) CONTRACTOR'S violation or non-compliance with Section XXX, Civil Rights Requirements;
 - d) CONTRACTOR'S failure to maintain insurance in accordance with Section XVII, Insurance; or
 - e) CONTRACTOR'S violation of Florida Statute §448.095, Employment Eligibility.
- 25.5. Neither the termination nor the expiration of this Agreement shall relieve CONTRACTOR, or its employees from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the date of termination.
- 25.6 Notwithstanding any other provisions of this Agreement, CONTRACTOR'S duty to indemnify and defend BSO as set forth herein shall survive the termination or expiration of this Agreement.

SECTION XXVI **WAIVER**

It is agreed that no waiver or modification of this Agreement or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that evidence of any waiver or modification shall not be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed.

SECTION XXVII
SURVIVORSHIP OF BENEFITS

This Agreement shall be binding on and inure to the benefit of the respective parties and their successors and assigns.

SECTION XXVIII
ENTIRE AGREEMENT

This Agreement, including this document and all Exhibits incorporated herein, is the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. If there is a conflict between this document and any of the attached Exhibits hereto, then this document shall control, then Exhibit A, then Exhibit B and then Exhibit C in that order. Notwithstanding the forgoing, in the event there is a conflict between the terms and conditions of any of the documents comprising this Agreement, the terms and conditions that are most favorable to BSO shall be controlling regardless of the location of those terms and conditions within the documentation. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties.

SECTION XXIX
SEVERABILITY

If any term or provision of this Agreement is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect.

SECTION XXX
CIVIL RIGHTS REQUIREMENTS

- 30.1 CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act.
- 30.2 CONTRACTOR shall not discriminate on the basis of race, age, religion, color, gender, national origin, sexual affinity, sexual orientation, sexual identity, marital status, or physical or mental disability.
- 30.3 CONTRACTOR agrees that compliance with this Section constitutes a condition to this Agreement, and that it is binding upon CONTRACTOR, its successors,

transferees, and assignees for the period during which services are provided. CONTRACTOR will ensure that all subcontractors, are not in violation of the terms of this Section.

SECTION XXXI **CONFIDENTIALITY**

- 31.1 To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description, except for information necessary to properly render Services under this Agreement and to the BSO Fleet. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of BSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this agreement. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to BSO, that the remedy at law for any such violation or threatened violation will not be adequate and that BSO shall be entitled to temporary and permanent injunctive relief.
- 31.2 It is acknowledged by the parties that certain property owned by BSO is sensitive in nature and requires concerted efforts by the CONTRACTOR to ensure that the sensitive nature of such property is not compromised. Vehicles designated by BSO as unmarked, and/or surveillance vehicles shall be serviced by the CONTRACTOR. CONTRACTOR shall insure that the confidential and sensitive nature of these vehicles (and the BSO personnel operating them), including, but not limited to, the special equipment inside the vehicles, is maintained by CONTRACTOR, its employees and subcontractors. CONTRACTOR'S employees and subcontractors providing services pursuant to this Agreement will be required to sign the confidentiality agreement, which is attached hereto as Exhibit D. Security by the CONTRACTOR shall include, but not be limited to:
- a. Not discussing these vehicles, (except on site where it pertains to the Services under this Agreement).
 - b. Prohibiting handling and tampering with special machinery, tools and equipment of any kind.
 - c. Insuring that the integrity of vehicle/truck technicians and other staff and subcontractors is maintained at all times.
 - d. Prohibiting the photographing or recording of such vehicles (except to the extent necessary to document the Services rendered to the vehicle in accordance with section 20.2 of this Agreement) and/or their BSO operators
 - e. Prohibiting the photographing, recording or revealing any BSO employee operating undercover, unmarked vehicles.

31.3 CONTRACTOR shall incorporate the foregoing provisions of this Section in all of its authorized subcontracts.

SECTION XXXII
PUBLIC ENTITY CRIMES ACT & SCRUTINIZED COMPANIES LIST

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with BSO, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

By signing this agreement and the attached certification marked as Exhibit F, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per §287.135, Florida Statutes. If BSO determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, BSO shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONTRACTOR does not make such demonstration within 90 days after receipt of the notice, BSO shall bring a civil action against the CONTRACTOR. If a civil action is brought and the court determines that the CONTRACTOR has submitted a false certification, CONTRACTOR shall pay a civil penalty equal to the greater of \$2 million or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONTRACTOR will be ineligible to bid on any contract with an agency or local governmental entity for 3 years after the date BSO determined that CONTRACTOR submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

SECTION XXXIII
DRUG-FREE WORKPLACE

CONTRACTOR shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached as Exhibit E and incorporated herein.

SECTION XXXIV
ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of BSO.

SECTION XXXV
NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

To BSO:

Colonel Oscar Llerena
Department of Administration
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

With copy to:

General Counsel Terrence Lynch
Office of the General Counsel
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

To CONTRACTOR:

Tomer Hanina
The Shyft Group Upfit Services, Inc.
d/b/a Strobes-R-Us
2681 Hammondville Road
Pompano Beach, FL 33069
Telephone: (954) 946-9955
Email: Sales@SRUs.com

SECTION XXXVI
AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

SECTION XXXVII
MISCELLANEOUS

- 37.1 CONTRACTOR shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.
- 37.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.
- 37.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 37.4 Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND BSO HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.
- 37.5 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.
- 37.6 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or

Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

- 37.7 The parties agree for purposes of this Agreement, the Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or digital signing process shall be deemed to be their original signatures for all purposes.

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SIGNATURE PAGE TO FOLLOW.]

AGREEMENT BY AND BETWEEN GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA AND THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US FOR EMERGENCY EQUIPMENT FOR VEHICLES FOR BROWARD SHERIFF'S OFFICE.

CONTRACTOR: THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US

DocuSigned by:

Tomer R Hanina

455B157E28D74B1...

Date: 6/2/2023 | 10:58 AM EDT

Authorized Representative's Signature

Tomer R Hanina

Print Name/Title

35-2646349

FEIN: _____

BROWARD SHERIFF'S OFFICE

GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA

DocuSigned by:

Colonel Oscar Llerena

By: _____

DFC445F4705844D...

Colonel Oscar Llerena, Executive Director
Department of Administration

Date: 6/5/2023 | 15:36 PM EDT

DS

ksm

Approved as to form and legal sufficiency subject,
to execution by the parties:

DocuSigned by:

Terrence Lynch

By: _____

General Counsel Terrence Lynch
Executive Director
Office of the General Counsel