

**AGREEMENT BETWEEN THE  
CITY OF PORT ST. LUCIE, FLORIDA  
AND  
THE SHYFT GROUP UPFIT SERVICES, INC.  
f/k/a  
SPARTAN UPFIT SERVICES, INC.  
FOR  
VEHICLE EQUIPMENT AND INSTALLATION  
(PIGGYBACK COMPETITIVE AWARD)**

THIS AGREEMENT is made and entered into as of the date last entered below by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34896 (“City” or “CITY”) and **THE SHYFT GROUP UPFIT SERVICES, INC. d/b/a STROBES-R-US**, a foreign profit corporation, whose mailing address is 41280 Bridge Street, Novi, MI 48375 (“Contractor”). City and Contractor may be referred to herein individually as a “party” or collectively as the “parties.”

**WITNESSETH**

**WHEREAS**, the City requires goods and services of Contractor pursuant to RFP #18006AG for Supplying and Installing and/or Repairing and/or Replacing Emergency Equipment for Public Safety dated February 20, 2018 by the Broward Sheriff’s Office to Contractor, Agreement between the Broward Sheriff’s Office and Contractor for Goods and Services, including its amendments, assignments, renewals and addenda (collectively referred to as “Contract Documents” or as the “Contract”); and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the Contract Documents between the Contractor, its predecessors and/or assignors, and the Broward Sheriff’s Office, including any and all contract renewals, amendments and change orders, substituting the “Broward Sheriff’s Office” for the “City of Port St. Lucie” in all places; and

**WHEREAS**, the City has the authority to enter into this Agreement with Contractor per Section 4.3 of the Contract, dated May 7, 2018, which was agreed upon by both the Broward Sheriff’s Office and the Contractor, its predecessors and/or assignors; and

**WHEREAS**, the City has determined that the original procurement was lawful, the Contractor, its predecessors and/or assignors, acted at all times in accordance with Florida law when bidding and the competitive procurement method used by the Broward Sheriff’s Office is consistent with the purchasing policies and requirements of the City,

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree to modify and supplement the Contract Documents with the following terms and conditions:

**Section 4. Public Records.** Contractor understands that City is a public entity whose records are available and open to the public for review and inspection. Contractor agrees to comply with public records laws, specifically to:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>*)
- C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/sub engineer invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- D. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If Contractor does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.
- E. Ensure that project 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 does not transfer the records to CITY.
- F. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the Contractor or keep and maintain public records required by the CITY to perform the service. If the Contractor transfers all public records to the CITY 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 the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**

CITY OF PORT ST. LUCIE,  
A Florida municipal corporation

\_\_\_\_\_  
Russ Blackburn  
City Manager

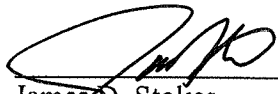
Date: \_\_\_\_\_

ATTEST:

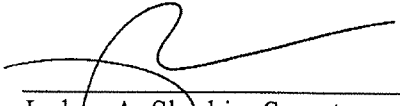
\_\_\_\_\_  
Sally Walsh, City Clerk

SEAL

APPROVED AS TO FORM:

  
\_\_\_\_\_  
James D. Stokes  
City Attorney

CONTRACTOR  
The Shyft Group Upfit Services, Inc.

  
\_\_\_\_\_  
Joshua A. Sherbin, Secretary  
Authorized Representative

Date: 5-28-2021