

**AGREEMENT BETWEEN THE
CITY OF PORT ST. LUCIE, FLORIDA
AND
EMERGENCY VEHICLES, INC
FOR
EMERGENCY VEHICLES
COOPERATIVE AGREEMENT**

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 **EMERGENCY VEHICLES, INC.**, a Florida Profit Corporation, whose mailing address is 705 13th Street, Lake Park, Florida 33403 (“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 Contract number FS12-19 for Fire Service Apparatus (All Types), and Services fully executed November 14, 2019, Agreement between Houston-Galveston Area Council and Emergency Vehicle, Inc. for Goods and Services, including its amendments, assignments, renewals and addenda (collectively referred to as “Contract Documents” or 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 Houston-Galveston Area Council, including any and all contract renewals, amendments and change orders, substituting the “City of Port St. Lucie” for “Houston-Galveston Area Council” in all places; and

WHEREAS, the City has the authority to enter into this Agreement with Contractor per the Contract, Special Provisions, Article II, which was agreed upon by both Houston-Galveston Area Council 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 Houston-Galveston Area Council 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 1. Whereas. The “whereas” clauses are hereby incorporated herein as forming the intent, purpose, and scope of this Agreement.

Section 2. Terms. The parties agree that pursuant to the Contract, Special Provisions, Article II between the Contractor and the lead agency (Houston-Galveston Area Council), the City is authorized to utilize the Contract via cooperative agreement, as follows:

- A. Incorporation of the Contract. Except as otherwise set forth in this Agreement, the parties hereby incorporate into this Agreement the terms and conditions of the Contract between the Contractor, its predecessors, successors and/or assignees, and Houston-Galveston Area Council, including any contract renewals, amendments and change orders.
- B. Substitution. Except where the context requires otherwise, such as, but not limited to, compliance with City ordinances and regulations, City shall be deemed substituted for Houston-Galveston Area Council, Buyer, and/or Customer regarding any and all provisions of the Contract, including by example, but not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents. All recitals, covenants, representations, and warranties of Contractor made in the Contract are restated as if set forth fully herein, made for the benefit of City, and incorporated herein.
- C. Term. This Agreement shall be effective from the date upon which all parties have executed it through November 30, 2023.
- D. Purchase Orders. In accordance with the Contract and the accompanying invitation to bid:
 - a. For any particular procurement to be made under the provisions of an H-GAC contract, the City and Contractor will discuss requirements and agree as to what will be provided.
 - b. Contractor will prepare a Contract Pricing Worksheet and provide it to the City. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
 - c. The City will send a purchase document to Contractor, which Contractor will send H-GAC together with the Contract Pricing Worksheet. NOTE: Contractor agrees not to offer, agree to or accept from the City any terms or conditions that conflict with or contravene those in Contractor’s H-GAC contract, except for pricing discounts.
 - d. H-GAC will prepare an "Order Confirmation" and send it to the City and to Contractor. The Order Confirmation verifies that Contractor has a valid H-GAC contract and that the order is in compliance with the requirements of the H-GAC Cooperative Purchasing Program. Contractor will not ship any

goods before receipt of both the City's purchase document and H-GAC's Order Confirmation.

- e. On notification that Contractor has received an order, H-GAC will invoice Contractor for the applicable Order Processing Charge. NOTE: The Order Processing Charge is charged to Contractor, EXCEPT in the case of motor vehicles. For all sales of motor vehicles the Order Processing Charge is levied on the City, collected by Contractor, and remitted to H-GAC by Contractor.
 - f. Contractor will deliver products/services ordered, and will invoice the City for products/services accepted by the City. (See other sub-section F. herein dealing with Product Delivery.). Contractor will not invoice before shipment has been made.
 - g. The City will pay Contractor for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to the City for any cost related to a purchase order issued to Contractor for products/services covered by an H-GAC contract, such invoice shall be forwarded to Contractor and Contractor will take action to correct the error.
 - h. Upon delivery of any product/service by Contractor and acceptance by the City, Contractor shall remit to H-GAC the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the H-GAC contract. Note, the Order Processing Charge is due whether or not Contractor has ever received an invoice from H-GAC. Sales executed based on the particulars of Contractor's H-GAC contract, without payment of the Order Processing Charge, may constitute fraud.
- E. Product and Pricing. In accordance with the Contract, City may purchase the vehicles listed in the Contract's Attachment A, attached to this Agreement, at the prices stated therein.
- F. Delivery Time and Location. In accordance with the Contract and the accompanying invitation to bid:
- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to the City at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by the City unless otherwise agreed to by Contractor. If Contractor will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid." If the City will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect."
 - b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on Form E. Any freight, shipping or delivery charged to the City will be prepaid and added to the invoice, and

will be clearly shown in any Contract Pricing Worksheet or other quote presented to the City.

- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with the City at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
- d. Contractor shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. Contractor shall advise the City prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with the City's requirements, providing only that such arrangements do not contravene any requirement of the Contract unless agreed to by Contractor.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of Contractor. Upon request by the City or H-GAC, Contractor shall provide any documentation or certification related to such tests, certifications or licensing.
- g. Upon the initial delivery of the fire apparatus, the Contractor shall supply a qualified representative to demonstrate the apparatus and provide initial instruction to representatives of the City regarding the operation, care, and maintenance of the apparatus and equipment supplied.

- G. Government Appropriation. The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties, or other costs shall be assessed.
- H. Tax Exemption. The City may be tax exempt and will share its tax-exempt certificate upon request.
- I. Conflict. In the event of conflict between the Contract and this Agreement, the terms and conditions in this Agreement shall supersede and take precedence over the Contract, to the extent permissible in the Agreement.
- J. Sovereign Immunity. Nothing in this Agreement, nor in the Contract, shall be deemed or otherwise interpreted as waiving City's sovereign immunity protections existing under the laws of the State of Florida, or extending or increasing the limits of liability as set forth in section 768.28, Florida Statutes.

Section 3. Notice. Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the City Manager at the address listed above.

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.
 1. 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>).
 2. 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.
 3. The Contractor agrees to make available to the City, during normal business hours, all books of account, reports and records relating to this Agreement.
 4. A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.
- B. 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 copied 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 this Agreement.
- C. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to City.
- D. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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 RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
(772) 871-5157
PRR@CITYOFPSL.COM**

E. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Section 5. Scrutinized Vendors List. By entering into this Agreement with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it 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 it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes.

Section 6. Law, Venue, and Wavier of Jury Trial. This Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The

venue of any action taken to enforce this Agreement, arising from this Agreement, or related to this Agreement, shall be in St. Lucie County, Florida.

The parties to this Agreement hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

Section 7. Insurance. The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by contractor under the Agreement.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provide

Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include the Agreement for Supplies and Equipment, 20230119, Incident Command Vehicle.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned, and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Waiver of Subrogation: By entering into this Agreement, Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree 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 where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a contract on a pre-loss basis.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Agreement. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and sub contractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language, "when required by written contract." If Contractor, any independent contractors, or any subcontractors maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Agreement and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of this Agreement.

Section 8. Audits. The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of this Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursements supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt, and to make copies of all books, documents, papers, electronic or

optically stored and created records, or other records relating or pertaining to this Agreement kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights under this Section 8 with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

Section 9. E-Verify.

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Agreement.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of this Agreement and any renewals thereafter.
3. The City shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Agreement under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on

which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.

6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Agreement was terminated. The parties agree that such a cause of action must be filed in accordance with the Venue provision, as provided herein.

Section 10. Construction. The title of the section and paragraph headings in this Agreement are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Agreement as a whole. The use of the term "including" in this Agreement shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it shall mean the rule, law, statute, or ordinance in place at the time the Agreement is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Agreement, and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Agreement. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Agreement.

Section 11. Non-Exclusivity. Contractor acknowledges and agrees that this Agreement is non-exclusive.

Section 12. Merger. This Agreement and the Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties are duly authorized to bind their respective entities hereto and have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

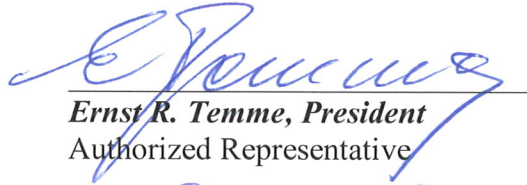
SIGNATURE PAGE FOLLOWS

CITY OF PORT ST. LUCIE,
A Florida municipal corporation

Caroline Sturgis
Director, Office of Management & Budget

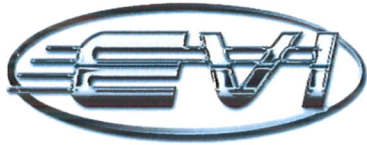
Date: _____

CONTRACTOR
Emergency Vehicles, Inc.



Ernst R. Temme, President
Authorized Representative

Date: Oct 26, 23



Emergency Vehicles, Inc.

Building Custom Emergency Vehicles Since 1971!
Team Approach | Value Engineering

Proposal

To:
Port St. Lucie Police Department
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Date: October 5, 2023
Quote No.: PORTSTLUCIE_PD-0002
Submitted By: Lee Potter, Regional Sales Manager
(Lee@evi-fl.com)

Authorized By: 

We hereby propose to furnish to you the following unit(s) and equipment to be built in accordance with the attached specifications. Acceptance of this proposal shall be deemed as approved of all terms herein. We reserve the right to withdraw this proposal if not accepted within the timeframe specified below.

Qty.	Description	Unit Price	Extension
1	2024 Ford F-550 2-Door 4 x 4 Chassis	\$ 66,716.00	\$ 66,716.00
1	EVI 16.5-Ft Walk-In Command Unit	\$ 286,429.00	\$ 286,429.00
	H-GAC Contract No. FS12-19		
		Sub-Total	\$ 353,145.00
		Taxes	.00
		TOTAL	\$ 353,145.00

F.O.B. LAKE PARK, FLORIDA

Price valid until October 24, 2023

Terms of Payment: Chassis portion (\$66,716.00) payable upon receipt of chassis at EVI Factory. Balance due at time of pick-up and/or acceptance.

Optional Discount with Prepayment

Option #	Prepay Percentage	Amount	Savings	New Cost (Excluding Taxes)
1	50%	\$ 176,573.00	\$ 5,395.00	\$ 347,750.00
2	75%	\$ 264,859.00	\$ 8,926.00	\$ 344,219.00
3	90%	\$ 317,831.00	\$ 11,045.00	\$ 342,100.00
4	100%	\$340,687.00	\$ 12,458.00	\$ 340,687.00

*Savings are based on receiving pre-payment with contract/purchase order.
If a performance bond is required add \$11.00 per thousand.*

TERMS AND CONDITIONS

- Late Payment Charges: 18% APR or maximum legal finance charge starts 30 days from date of completion.
- Certificate of Origin (if applicable) will be issued upon receipt of payment in full.

DELIVERY SCHEDULE: Your Mobile Command Vehicle shall be completed in approximately 200 calendar days. Production will be scheduled upon receipt of chassis and/or timely receipt of approved construction drawings at the Company's factory location in Palm Beach County, Florida.

WARRANTY: Company warrants the new emergency vehicle against defective workmanship and materials. See attached warranty statements for specific coverage and procedure.

CONTINGENCIES: Company shall have no liability to Buyer for any loss or damage arising directly or indirectly from any delay in delivery due to strikes, inability to obtain materials, fires, accidents, or any other cause beyond the Company's control.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: Company expressly disclaims any liability for consequential or incidental damages which may be sustained by Buyer, including but not limited to those arising from the use, inability to use, maintenance or repair of the emergency vehicle, whether under theories of breach of expressed or implied warranty, negligence, strict liability or otherwise.

CANCELLATION: This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit. This contract is subject to cancellation by seller if major components, for example chassis, cannot be obtained within 12 months from date of contract. Any monies prepaid by buyer will be refunded.

PREPAYMENT / PROGRESS PAYMENTS: Due to the custom, one of a kind, buyer specific design, and dollar amount of the project the seller may require progress payments.

TARIFF / SURCHARGES: Our proposal is based on the latest available pricing from our vendors. Any substantial tariff and/or surcharge fees added on the vendor invoice for major components will be documented and submitted for payment at time of final invoicing.

LIQUIDATION DAMAGES: Buyer and Seller agree that if the Buyer requests the work on the vehicle to be temporarily halted or suspended, for any reason that damages would be difficult to ascertain. Therefore, the parties agree to liquidated damages of \$100.00 per day to compensate the Company for expenses, damages and administration.

SEVERABILITY: If any part hereof is contrary to, prohibited or invalid, but the remainder shall not be invalidated and shall be given effect so far as possible.

CHOICE OF LAWS: This proposal shall be construed according to the Laws of the State of Florida. The parties agree that all actions leading up to the formation and execution of this contract occurred with the State of Florida, ~~and that venue for any dispute shall be Palm Beach County, Florida.~~ *ERT*

PERFORMANCE BOND: When required, the performance bond shall guarantee performance to the attached specifications and shall remain in effect for a period not exceeding one (1) year after the apparatus is completed and accepted by the Buyer.

SHORTAGES: In case of the inability to obtain non-essential component(s) in a timely manner, the Company will complete the unit for your inspection and acceptance. Company will install the shorted component(s) at your facility as soon as they become available. Company will require payment at time of delivery and acceptance, minus a negotiated holdback until all shortages are resolved. Company will issue a clean MSO upon receiving partial payment at time of acceptance.

SUBSTITUTION OF COMPONENT(S): If certain component(s) are not available due to being discontinued or cannot be obtained in a reasonable period of time, the Company will contact you for approval of a substitute or deletion of the component(s) and the related cost.

WORK REQUESTED TO BE DONE LOCALLY: If you require additional work to be completed by a third party, not the Company, after the unit is completed such as; transferring equipment from your old unit onto the new unit, special equipment to be installed, graphics, etc., the Company will require you to inspect and accept the unit at the Company's factory once it completes its portion. Company will arrange for the additional work to be completed by the third party, per your request. Company will require a partial payment, previously negotiated, for the work completed and issue a clean MSO once it's received. The balance will be due upon delivery of the unit to your facility.