



## INTERNAL MEMO

**Date:** November 9, 2020 20M-293

**To:** Colonel James Reyes, Department of Administration  
Heather Mitchell, Director, Finance  
Dafne Perez, Director, Office of Management & Budget  
John Greene, Director, Risk Management Division  
Neesa Warlen, Director, Purchasing Administration

**From:** Stephen Muffler, Senior Assistant General Counsel  
Office of the General Counsel SM  
ds

**Subject:** Executed - 1<sup>st</sup> Amendment – The Shyft Group Upfit Services, Inc.  
d/b/a Strobes-R-Us f/ka/ Spartan Upfit Services, Inc.

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Attached for your electronic signature, please find the 1<sup>st</sup> Amendment for execution between the Broward Sheriff's Office and the following:

### Agreement Summary:

**Party:** The Shyft Group Upfit Services, Inc. d/b/a Strobes-R-Us f/ka/ Spartan Upfit Services, Inc

**Purpose:** Amend Agreement to reflect Contractor's name change.

**Term** Unchanged.

**Consideration:** Unchanged.

**Special  
Conditions:** Unchanged.

SM/rd

Attachment

cc: via email:

Major Daniel Jackowski, Department of Administration  
Scott Barnett, Manager, Fleet  
Sharon Haynes, Assistant to the Undersheriff  
Sonya Campbell-Johnson, Admin. Assistant, Office of Mgmt. & Budget  
Carol Delima, Administrative Coordinator, Risk Management  
Andrea Guess, Administrative Assistant, Finance  
Lyvon Battle, Administrative Assistant, Purchasing

**FIRST AMENDMENT**  
**BY AND BETWEEN**  
**GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**  
**AND**  
**THE SHYFT GROUP UPFIT SERVICES, INC.**  
**f/k/a**  
**SPARTAN UPFIT SERVICES, INC.**

9th November

This First Amendment is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **GREGORY TONY, AS SHERIFF OF BROWARD COUNTY** (hereinafter referred to as "**SHERIFF**"), **THE SHYFT GROUP UPFIT SERVICES, INC. d/b/a Strobes-r-us f/k/a SPARTAN UPFIT SERVICES, INC. d/b/a Strobes-r-us**, a foreign corporation authorized to do business in Florida ("**CONTRACTOR**").

**W I T N E S S E T H:**

**WHEREAS**, on or about May 7, 2018, SHERIFF entered into an agreement with STROBES-R-US, INC. for installation and/or repair of Vehicle Emergency Equipment for Public Safety Vehicles;

**WHEREAS**, on or about December 18, 2018, CONTRACTOR, acquired and assumed the agreement and all of STROBES-R-US, INC.'s business interests, rights and responsibilities under the agreement and/or otherwise accepted the assignment of the agreement from STROBES-R-US, INC. with the consent from the SHERIFF (the agreement and the assignment and assumption agreement are hereinafter collectively referred to herein as the "Agreement");

**WHEREAS**, on or about April 28, 2020, CONTRACTOR changed its corporate name from Spartan Upfit Services, Inc. d/b/a Strobes-r-us to The Shyft Group Upfit Services, Inc. d/b/a Strobes-r-us, but has kept its same employment identification number of 35-2646349;

**WHEREAS**, the parties desire to amend the Agreement to reflect the CONTRACTOR'S name change; and

**THEREFORE**, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. The CONTRACTOR'S name found within the Agreement shall be changed to read The Shyft Group Upfit Services, Inc. d/b/a Strobes-r-us
3. Except as modified herein, the terms and conditions of the Agreement shall remain in full force and effect.
4. The parties agree for purposes of the Agreement and this amendment, the amendment 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 amendment as to the parties and may be used in lieu of the original amendment for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes.

**IN WITNESS WHEREOF**, the parties execute this First Amendment to the Agreement on the date(s) set forth below:

**THE SHYFT GROUP UPFIT SERVICES, INC. D/B/A STROBES-R-US f/k/a SPARTAN UPFIT SERVICES, INC. D/B/A STROBES-R-US**  
**EIN 35-2646349**

By: \_\_\_\_\_



Ryan L. Roney  
Secretary

Date: November 3, 2020

**GREGORY TONY, AS SHERIFF OF BROWARD COUNTY**

By: \_\_\_\_\_

  
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Colonel James Reyes  
Executive Director-Department of Administration

11/9/2020 | 13:46 PM EST

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

ds



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

By: \_\_\_\_\_

  
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Terrence Lynch  
General Counsel/Executive Director

11/6/2020 | 09:08 AM PST

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