



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 ^{DS} SM
Office of the General Counsel

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

Attached for your electronic signature, please find the 1st 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 Mgmnt. & 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.

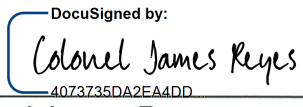
IN WITNESS WHEREOF, the parties execute this First Amendment to the Agreement on the date(s) set forth below:

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: 
Colonel James Reyes
Executive Director-Department of Administration

Date: 11/9/2020 | 13:46 PM EST

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

By: 
Terrence Lynch
General Counsel/Executive Director

Date: 11/6/2020 | 09:08 AM PST