



AGREEMENT FOR PURCHASE OF FIRE ENGINE / LADDER TRUCK

THIS AGREEMENT FOR PURCHASE OF A FIRE ENGINE / LADDER TRUCK
("Agreement") is dated this _____ day of _____, 2019 by and between:

CITY OF PEMBROKE PINES, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY"),

and

REV RTC, INC. d/b/a HALL-MARK RTC, a foreign for profit corporation, authorized to do business in Florida, with a business address of **725 SW 46 Avenue, Ocala, FL 34474**, (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

RECITALS:

WHEREAS, on **May 7, 2019** the CITY advertised its **Invitation for Bid No. FI-19-01** entitled **Fire Engine / Ladder Truck** (hereinafter "**IFB # FI-19-01**") which sets forth the CITY's desire to purchase a **fire engine / ladder truck**; and,

WHEREAS, on **June 4, 2019** the responses to IFB # FI-19-01 were opened at the offices of the CITY Clerk; and,

WHEREAS, on _____, 2019 the CITY awarded IFB # FI-19-01 to CONTRACTOR and authorized the proper CITY officials to enter into this Agreement with CONTRACTOR to provide the goods as required in IFB # FI-19-01; and,

WHEREAS, CITY and CONTRACTOR wish to enter into this Agreement to provide for the purchase and delivery of a **fire engine / ladder truck** to the CITY by CONTRACTOR; and,

WHEREAS, CONTRACTOR shall act as the non-exclusive provider of a **fire engine / ladder truck** to the CITY for the term of this Agreement;

NOW THEREFORE, in consideration of the mutual promises detailed herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
PURCHASE OF GOODS

1.1 CITY agrees to purchase and CONTRACTOR agrees to provide a **fire engine / ladder truck** (the "Fire Engine") which is the subject of this Agreement.



- 1.2 CONTRACTOR shall provide the Fire Engine as identified herein and in the CITY's IFB # FI-19-01 as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**, according to the prices and terms contained therein.
- 1.3 The Parties acknowledge that this Agreement is a contract for goods and that CITY shall purchase and CONTRACTOR shall provide the Fire Engine in accordance with the terms and conditions of this Agreement.
- 1.4 The CITY shall submit a purchase order to the CONTRACTOR for the Fire Engine. CONTRACTOR shall then provide the Fire Engine in accordance with the purchase order, and submit to the CITY an invoice for the Fire Engine.
- 1.5 CITY agrees that CONTRACTOR shall be the non-exclusive provider of the Fire Engine, as further described in **Exhibit "A"**, and that CITY shall submit to CONTRACTOR a purchase order for the Fire Engine. By acceptance of CONTRACTOR's bid, CONTRACTOR agrees that it shall provide the Fire Engine upon receipt of a purchase order from the CITY and that CONTRACTOR has the ability to fulfill such orders as CITY requires.
- 1.6 CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the Fire Engine to the CITY in accordance with the estimated schedule and quantities listed in **Exhibit "A"**.

ARTICLE 2

TERM AND TERMINATION

- 2.1 CONTRACTOR shall provide the Fire Engine as identified herein and in **Exhibit "A"** attached hereto and by this reference made a part hereof, within **three hundred and sixty five (365) days of the Parties' pre-construction meeting**. CITY may place **additional orders up to and through June 3, 2022** in accordance with the pricing set forth in Article 3 below.
- 2.2 *Termination for Convenience:* CITY may terminate this Agreement for convenience, upon **seven (7) business days** of written notice by the CITY to the CONTRACTOR for such termination.
- 2.3 In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:



- 2.3.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of at least ten (10) days after CITY's delivery of a written notice to CONTRACTOR of such breach or default;
- 2.3.2 CONTRACTOR becomes insolvent;
- 2.3.3 CONTRACTOR takes the benefit of any present or future insolvency statute;
- 2.4.4 CONTRACTOR makes a general assignment for the benefit of creditors,
- 2.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 2.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 2.4.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within thirty (30) days after its filing; or
- 2.4.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

ARTICLE 3

COMPENSATION AND METHOD OF PAYMENT

- 3.1 Unless stated otherwise on **Exhibit "A"** attached hereto and by this reference made a part hereof, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall **not to exceed ONE MILLION, TWO HUNDRED THIRTEEN THOUSAND, SIX HUNDRED NINETY-SEVEN DOLLARS AND EIGHTY-TWO CENTS (\$1,213,697.82)**. Upon delivery, the CITY shall make final inspection of the Fire Engine. If this inspection shows that the Fire Engine has been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY. CITY's inspection shall be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Fire Engine and CITY, upon approval of the invoice, shall pay the same within thirty (30) days.
- 3.2 If the CITY rejects the Fire Engine for any reason, CONTRACTOR shall be required to repair or replace the Fire Engine to the satisfaction of the CITY. Warranty repairs may be accomplished on CITY property if space is available, at the discretion of the CITY. Title to or risk of loss or damage to the Fire Engine shall be borne by the CONTRACTOR until



the CITY's acceptance of the Fire Engine, unless such loss or damages have been proven to be the result of negligence by the CITY.

- 3.3 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Additionally, payment may be withheld by the CITY, for CONTRACTOR's failure to comply with a term, condition or requirement of this Agreement.
- 3.4 CONTRACTOR shall accept "tag on" orders to this Agreement for a period not to exceed three (3) years from the date of bid opening, which was June 4, 2019. Any "tag-on" order must be approved by the CITY Commission. The CONTRACTOR shall honor the price quoted herein for the first ninety (90) days from the date of bid opening for the purchase of the Fire Engine, and shall agree to a price escalation of 1.5% for the remainder of the first year (approximately 275 days). Thereafter, CONTRACTOR agrees to a price escalation of 3% as a normal course of business for future purchases. Any items outside of the normal course of business shall include changes legislated by Federal, State or Local Governments that impact the cost to manufacture the Fire Engine. Additionally, increases in cost due to any change to the NFPA 1901 shall be borne by the CITY. Such increases may include, but are not limited to: changes that affect the major vendors of the fire apparatus industry (e.g. pump manufacturer, seat manufacturer, electrical power supplies and power-train manufacturers). The below pricing table sets forth the price increase values:

ORDER DATES

Year	Start	End	Purchase Price	Pre-Payment Discount	Total Cost With Pre-Payment Discount
Initial (90 Days)	06/04/2019	09/02/2019	\$1,246,309.98	(\$32,612.16)	\$1,213,697.82
(Remainder of Year One)	09/03/2019	06/03/2020	\$1,265,004.63	(\$32,612.16)	\$1,232,392.47
Two	06/04/2020	06/03/2021	\$1,302,954.77	(\$32,612.16)	\$1,270,342.61
Three	06/04/2021	06/03/2022	\$1,342,043.41	(\$32,612.16)	\$1,309,431.25

ARTICLE 4 WARRANTY OF FIRE ENGINE

- 4.1 In addition to the warranties set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof, the Fire Engine, including all components and all installed accessories and equipment, shall be guaranteed by the CONTRACTOR to be free of defective parts and workmanship. This warranty shall be valid for a period of **one (1) year** from the time of the CITY's acceptance of the Fire Engine or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. The warranty will cover parts, labor and any necessary shipping for repair or replacement



of the Fire Engine, including all components and all installed accessories and equipment. The warranty shall commence at the time of the CITY's acceptance of the Fire Engine.

- 4.2 CONTRACTOR warrants and guarantees that the Fire Engine, including all components and all installed accessories and equipment, shall be fit for its intended use and CONTRACTOR shall provide a warranty as to fitness of the Fire Engine in accordance with the warranties set forth in **Exhibit "A"** for a period of **one (1) year** from the time of the CITY's acceptance of the Fire Engine or the time designated in the standard factory warranty, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Fire Engine, including all components and all installed accessories and equipment.

ARTICLE 5

INDEMNIFICATION

- 5.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions pursuant to this Agreement or those of any subcontractor, agent, officer, employee, or independent contractor retained by CONTRACTOR.
- 5.2 CITY reserves the right to select its own legal counsel to conduct any defense in any proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
- 5.3 Upon completion of all obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 5.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 6

INSURANCE

- 6.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses



in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

- 6.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 6.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- 6.4 Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days' notice of cancellation.
- 6.5 The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.
- 6.6 REQUIRED INSURANCE

6.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Personal & Advertising Injury Limit - \$1,000,000
3. General Aggregate Limit - \$2,000,000
4. Products & Completed Operations Aggregate Limit - \$2,000,000

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.



6.7 REQUIRED ENDORSEMENTS

- 6.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
 - 6.7.2 Waiver of all Rights of Subrogation against the CITY
 - 6.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
 - 6.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory
 - 6.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY
 - 6.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.
- 6.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, elected or appointed officials, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.
- 6.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.
- 6.10 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- 6.11 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 7

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

- 7.1 During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.



CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 8

INDEPENDENT CONTRACTOR

- 8.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9

SIGNATORY AUTHORITY

- 9.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 10

MERGER; AMENDMENT

- 10.1 This Agreement constitutes the entire agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 11

DEFAULT OF CONTRACT & REMEDIES



- 11.1 CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

ARTICLE 12

BANKRUPTCY

- 12.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 13

DISPUTE RESOLUTION

- 13.1 In addition to any other remedy provided for hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected by the CITY from the National Panel of The American Arbitration Association.

ARTICLE 14

PUBLIC RECORDS

- 14.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

14.1.1 Keep and maintain public records required by the CITY to perform the service;

14.1.2 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 in Chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and



- 14.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR 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.
- 14.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in Article 11.

**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:**

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 15
MISCELLANEOUS**

- 15.1 **Ownership of Documents.** All reports, surveys, studies, documents, completed or incomplete, including but not limited to detailed plans, drawings, surveys, maps, models, photographs, specifications and any other data provided in connection with this Agreement, are and shall remain, the property of CITY without restriction, reservation or limitation of their use, whether or not the project for which they are made is completed and shall be delivered by CONSULTANT to CITY within ten (10) calendar days following receipt of written notice requesting delivery of same.
- 15.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.
- 15.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to the provision of the Fire Engine. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of seven (7) years after the CITY's acceptance of the Fire Engine, or as otherwise



required by Florida law. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

- 15.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 15.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 15.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923



Contractor **Dee Daniels, Director of Apparatus Sales**
 REV RTC, Inc.
 725 SW 46th Avenue
 Ocala, FL 334474
 E-mail: deedaniels@revrtc.com
 Telephone No: **352-629-6305**
 Facsimile No: **352-629-2018**

- 15.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 15.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 15.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached hereto, should be treated as part of this Agreement and are incorporated herein by reference.
- 15.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 15.11 **Extent of Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.
- 15.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 15.13 **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.
- 15.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.
- 15.15 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be



legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

- 15.16 **Compliance with Statutes:** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as applicable.
- 15.17 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with § 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:
- 15.17.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes or is engaged in a boycott of Israel; or
 - 15.17.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 15.17.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or
 - 15.17.2.2 Is engaged in business operations in Syria.
- 15.18 **Domestic Partners.** CONTRACTOR shall comply with Section 35.39 of the City's Code of Ordinances and shall provide benefits to domestic partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages. CONTRACTOR shall execute the Domestic Partnership Certification attached hereto as Exhibit "C" and by this reference made a part of this Agreement.
- 15.18.1 The City Manager or his designee, may reject CONTRACTOR's certification and terminate this Agreement in the event he/she determines, in their sole discretion, that CONTRACTOR discriminates in the provision of benefits or that the certification was created, or is being used, for the purposes of evading the requirements of Section 35.39 of the CITY's Code of Ordinances.



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

REV RTC, INC. d/b/a HALL-MARK RTC

By: _____
Name: William D. Alm
Title: V.P. / General Manager

STATE OF Florida)
COUNTY OF Marion)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared William D. Alm as V.P. of **REV RTC, INC. d/b/a HALL-MARK RTC**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **REV RTC, INC. d/b/a HALL-MARK RTC** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 13th day of August, 2019.

NOTARY PUBLIC
LORI DENNIS
Commission # GG 307402
Expires March 4, 2023
(Name of Notary Typed, Printed or Stamped)

**BOARD OF DIRECTOR ACTION
BY WRITTEN CONSENT
IN LIEU OF A MEETING OF:
REV RTC, INC.**

December 9, 2015

The undersigned being all of the directors of **REV RTC, INC.**, (the "Corporation"), DO HEREBY ADOPT the resolutions hereinafter set forth as the action of the directors by written consent in lieu of a meeting of the board of directors of the Corporation, and DO HEREBY DIRECT that this consent be filed in the minutes of meetings of the board of directors for the Corporation, to be treated for all purposes as actions taken at a meeting:

APPOINTMENT OF AUTHORIZED SIGNATORY

WHEREAS, The Board of Directors of the Corporation now desires to authorize certain individuals to sign/execute and submit all the necessary papers, letters, contracts, agreements, documents, writings, submissions etc. as necessary in connection with the day-to-day business transactions, operations and correspondence of **REV RTC, INC.** The acts done and documents shall be binding on the Corporation, until the same is withdrawn by giving written notice thereof.

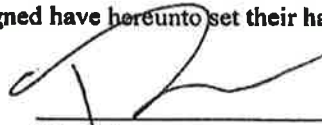
NOW THEREFORE, BE IT RESOLVED, that **William Alm** shall herein be designated as an Authorized Signatory of **REV RTC, INC.**

Name of Authorized Signatory	Specimen Signature
William Alm	

RESOLVED FURTHER, that this Consent may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same consent and this Consent may be executed by electronic or facsimile signature, and such signature will constitute an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of this 9th day of December, 2015.



Dino Cusumano



Paul Bamatter



725 SW 46th Avenue
Ocala, Florida 34474
T (800)524-6072
M (352) 572-5390
F (352) 629-2018

August 13, 2019

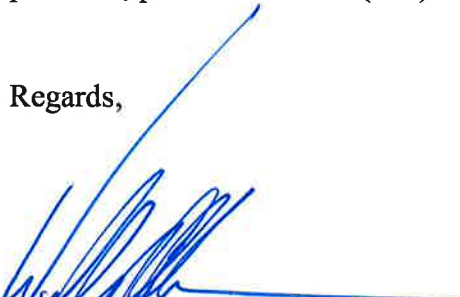
RE: Letter of Certification – Scrutinized Companies List / Florida Statute

To whom it may concern:


Please allow this letter to serve as verification and certification that REV RTC, Inc. dba Hall-Mark RTC, is not listed on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List* or *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List* and REV RTC is not engaged in business operations with Syria.

REV RTC, Inc. dba Hall-Mark RTC is in full compliance with Florida Statute §287.135. Should you have any questions about REV RTC's business operations, customer base or HR practices, please call me at (352) 629-6305.

Regards,


William D. Alm
V.P. / General Manager
Hall-Mark RTC

Notary:


My commission expires 3/4/23

