LETTER OF UNDERSTANDING BETWEEN
CITY OF HALLANDALE BEACH AND HALL-MARK FIRE APPARATUS
FOR SERVICE OF FIRE VEHICLES

THIS LETTER OF UNDERSTANDING, effective on _____, 2014, is made and entered into by and between the City of Hallandale Beach, Florida, a municipal corporation (hereinafter referred to as "CITY" or "the CITY") and Hall-Mark Fire Apparatus, (hereinafter referred to as "CONTRACTOR").

WHEREAS, CONTRACTOR entered into an agreement with the City of Punta Gorda. A municipal corporation authorized to do business in the State of Florida on or about May 19, 2010 for the maintenance and repair of fire apparatus and equipment; and

WHEREAS, the agreement has been renewed for a three period beginning June 1, 2013 through May 31, 2016; and

WHEREAS, Florida Statutes and City of Hallandale Beach Procurement Code allow for the piggybacking on appropriate contracts; and

WHEREAS, Article 14 of the agreement between Punta Gorda and CONTRACTOR specifically allows CONTRACTOR to enter into agreement with various municipalities for repair/maintenance of fire rescue vehicles under the terms and conditions set forth in their agreement; and

WHEREAS, the City and CONTRACTOR desire to enter into an Letter of Understanding providing for the repair/maintenance of all City eligible fire apparatus and equipment by Contractor under the terms and conditions of the agreement between Punta Gorda and Contractor; and

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement and other good and valuable consideration

1. The parties agree that all the terms and conditions set forth in the agreement between Contractor and Punta Gorda remain effective between the City and Contractor during the term of this letter of understanding except as specifically stated in this Letter of Understanding.

2. The Contractor shall name the City of Hallandale Beach as an additional insured on its liability and workers compensation insurance policy and provide the City with a copy of the Certificate of Insurance evidencing liability insurance in the amount of one million ($1,000,000) dollars and workers compensation in accordance with Florida Statutes.

3. In the event of any dispute under the original agreement or this letter of understanding, the venue shall be the Seventeenth Judicial Circuit in and for Florida, Broward County.

4. The parties agree to execute the Participating Addendum required in Article 14 of the Agreement between Contractor and Punta Gorda.

5. This Letter of Understanding may be executed in counterparts and have same effect as executed simultaneously.

6. In the event notice must be given under the terms of this Letter of Understanding or the original agreement, notice shall be provided by certified mail as follows:

City Manager
City of Hallandale Beach
400 S. Federal Highway
Hallandale Beach, Florida 33009

Hall-Mark Fire Apparatus
3431 NW 27th Avenue
Ocala, Florida 34475

With copy to:
City Attorney
400 S. Federal Highway
Hallandale Beach, Florida 33009

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding on this 29th day of April, 2014

CITY OF HALLANDALE BEACH

Renee C. Miller, City Manager

CONTRACTOR HALL-MARK FIRE APPARATUS

William D. Alm, V.P./General Manager

ATTEST:

Sheena D. James, MBA, CMC
City Clerk

ATTEST:

Chance M Seiler

Notary Public State of Florida
Chance M Seiler
My Commission EE043134
Expires 01/23/2015

Approved as to legal sufficiency and form

V. Lynn Whitfield, City Attorney

PARTICIPATING ADDENDUM

CONTRACT #Q2009115/NAME: SVC-FIREVEH/0910/2

Between
_____ and Hall-Mark Fire Apparatus

This Participating Addendum, **fully executed,** will add _____ as a Participating Entity to purchase from the City of Punta Gorda's Agreement #Q2009115 with Hall-Mark Fire Apparatus.

Scope: This addendum covers the Maintenance & Repair of Fire/Emergency Vehicle Purchases for Governmental Agencies.

Primary Contact: The primary Entity contact for this Participating Addendum is as follows:

Contact:

Governmental Entity:

Address:

City, State, Zip:

Phone: Fax: Email:

This Participating Addendum and the CITY's Agreement, Q2009115, (administered by the City of Punta Gorda) together with its exhibits, and amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the CITY's Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the CITY's Agreement and its exhibits and amendment, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the CITY's Agreement and its exhibits and amendments shall prevail and govern in the case of any such inconsistent or additional terms.

It is understood and agreed that each Entity will place its own orders, be invoiced by the Supplier and make its own payments to the Supplier in accordance with the City's Agreement with its exhibits and amendments. It is also hereby mutually understood and agreed that the City of Punta Gorda is not a legally bound party to any contractual agreement made between the SUPPLIER and Participating Entity other than the City of Punta Gorda.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Government Entity:	Contractor:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	

CITY OF PUNTA GORDA - APPROVAL TO PARTICIPATE:

_____	_____	_____
Name	Signature	Date

PARTICIPATION IS NOT VALID WITHOUT A FULLY EXECUTED ADDENDUM