



**CITY OF
TALLAHASSEE**

ASSIGNMENT

CONTRACT NO. 3740A/3740B

THIS ASSIGNMENT (Agreement) for the purchase of fire apparatus, associated firefighting equipment, accessories, and parts for such apparatus and equipment, City Contract No. 3740B (Contract) is entered into and effective on the date last signed by all parties, by and between REV RTC Inc dba Hall-Mark RTC (Assignor), whose mailing address is 725 SW Avenue Ocala, Florida 34475, Matheny Motor Truck Company Inc dba Matheny Fire And Emergency (Assignee), whose mailing address is 1745 38th Street, Boulder, CO 80301, and the City of Tallahassee (City), 300 S. Adams Street, Tallahassee, Florida 32301-1731, collectively referred to herein as the Parties.

RECITALS

WHEREAS, the Assignor entered into the Contract with the City on May 12, 2016, and amended the contract on April 20, 2021, including an extension of the contract through May 11, 2026, copies of which are available in the City's Treasurer-Clerk's office and, by reference, are incorporated herein; and,

WHEREAS, the Assignor now wishes to formally assign its obligations, rights, title, interest in, and all monies due or to become due in and under the Contract to Assignee and its successors and assigns; and,

WHEREAS, the Assignee represents that it can assume and fully perform the Contract, and the Assignee intends for the City to rely upon that representation; and

THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, receipt and sufficiency which are hereby acknowledged, the Parties agree to the following:

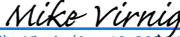
1. The above recitals are hereby incorporated into, and made a part of, this Agreement.
2. The Assignee accepts and agrees to be bound by and fully perform the Assignor's duties, obligations, and responsibilities under the Contract and to comply with all terms and conditions specified in the Contract and the Contract Documents referenced therein.
3. The Assignee agrees to assume all obligations and liabilities and all claims against the Assignor under the Contract as if the Assignee was the original party to the Contract.

4. The Assignor waives all rights under the Contract as of the effective date of this Agreement.
5. The Parties agree that this Agreement operates as an assignment of the Contract and establishes a contractual relationship between the Assignee and the City.
6. By this Agreement, the Assignee becomes entitled to all rights and interests of the Assignor in the Contract as if the Assignee was the original party to the Contract. Following the effective date of this Agreement, the term Contractor as used in the Contract and its associated Purchase Orders shall refer to the Assignee.
7. To the extent any of the terms of this Agreement conflict with the terms of the Contract, the terms of this Agreement shall control. Contract 3740A will now be identified as Contract No. 3740B. All other terms of the Contract remain in full force and effect.
8. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective Party to the terms in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.


ASSIGNOR:

REV RTC INC DBA HALL-MARK RTC


By: 
Mike Virnig (Aug 19, 2024 12:15 CDT)
Mike Virnig, President
mike.virnig@revfiregroup.com

ASSIGNEE:

MATHENY MOTOR TRUCK COMPANY INC DBA MATHENY FIRE AND EMERGENCY

By: 
Tim Matheny (Aug 22, 2024 08:50 EDT)
Tim Matheny, President
tmatheny@mathenymotors.com

CITY OF TALLAHASSEE

By: 
Veronica McCrackin, Director
Procurement Services