

RESOLUTION NO. 22-07-69

**A RESOLUTION OF THE VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA,
APPROVING THE AGREEMENT BETWEEN SUTPHEN
CORPORATION AND ISLAMORADA, VILLAGE OF
ISLANDS, TO PURCHASE A DEMONSTRATION 2022
SUTPHEN 75' AERIAL LADDER FIRE TRUCK THROUGH
SOUTH FLORIDA EMERGENCY VEHICLES, LLC; WAIVING
COMPETITIVE BIDDING REQUIREMENTS; AUTHORIZING
THE VILLAGE MANAGER TO EXECUTE ANY
AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER
TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, Islamorada, Village of Islands (the "Village") is in need of a new aerial ladder Fire Truck for the Islamorada Fire Rescue Department; and

WHEREAS, at its meeting on June 23, 2022, the Village Council authorized staff to confirm the Village's interest in purchasing a demonstration 2022 Sutphen Aerial Ladder Fire Truck, which would expedite delivery and result in a cost savings; and

WHEREAS, the Village Council desires to approve the Purchase Agreement with Sutphen Corporation, attached hereto as Exhibit "A," for the purchase of the 2022 Sutphen Aerial Ladder Fire Truck through South Florida Emergency Vehicles, LLC, at a cost not to exceed One Million Four Thousand Four Hundred Twenty-Seven and no/100 Dollars (\$1,004,427.00); and

WHEREAS, Section 2-328(1) of the Village Code provides that competitive bidding requirements may be waived by the Village Council upon a finding that the purchase of the goods or services without competitive bidding is in the best interests of the Village; and

WHEREAS, the Village Council finds that the purchase of a demonstration 2022 Sutphen Aerial Ladder Fire Truck for the Village Fire Rescue Department from Sutphen Corporation through South Florida Emergency Vehicles, LLC, and waiver of competitive bidding for the purchase are in the best interest of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. **Approval of Purchase.** The Village Council hereby approves the agreement with Sutphen Corporation at a cost not to exceed One Million Four Thousand Four Hundred Twenty-Seven and no/100 Dollars (\$1,004,427.00) as set forth in the agreement.

Section 3. **Waiver of Purchasing Provisions.** In accordance with Section 2-328(1) of the Village Code, the Village Council hereby approves a waiver of competitive bidding to enter into an agreement with Sutphen Corporation.

Section 4. **Authorization of Village Officials.** The Village Manager and/or his/her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 5. **Execution of Agreement.** The Village Manager and the Village Attorney are authorized to execute any required Agreements on behalf of the Village and/or documents to implement the terms and conditions of any required Agreements and to execute any amendments thereto, subject to the approval as to form and legality by the Village Attorney.

Section 6. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds for the purchase and to include sufficient funds in the FY 2022-2023 budget for this purchase.

Section 7. **Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilman David Webb, seconded by Councilman Buddy Pinder.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Pete Bacheler YES

Vice Mayor Henry Rosenthal YES

Councilman Mark Gregg YES

Councilman Joseph B. Pinder III YES

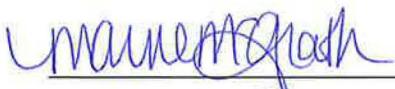
Councilman David Webb YES

PASSED AND ADOPTED THIS 14th DAY OF JULY, 2022.



PETE BACHELER, MAYOR

ATTEST:



MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS ONLY



JOHN QUICK, INTERIM VILLAGE ATTORNEY



PURCHASE AGREEMENT
FOR SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this 14th day of July, 2022 by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the Village of Islamorada of Islamorada, FL, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
2. **PAYMENT:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of One Million, Four Thousand, Four Hundred Twenty Seven Dollars and no/100 (\$ 1,004,427.00) payable in full upon delivery.
3. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at South Florida Emergency Vehicles within 6 to 7 months approximately after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services.
4. **SUTPHEN WARRANTIES:** Sutphen warrants the apparatus purchased hereunder as set forth in the warranty included with bid proposal.
5. **TESTING SHORTAGES:** The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.
6. **DEFAULT:** In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser,

Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

7. **PURCHASER WARRANTIES:** With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
8. **ACCEPTANCE:** This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
9. **TAXES, ETC.:** The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
10. **INSURANCE:** Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.
11. **GENERAL:** This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION

By 
Sales Representative

Accepted at office
SUTPHEN CORPORATION
6450 Eiterman Road
Dublin, Ohio 43016

By 
Title V.P.
Date 6-28-22

PURCHASER

THE Islamorada, Village of Islands

By 
Title Mayor Pete Bacheler

Date 07/19/2022

By 
Title Village Clerk Marne McGrath

Date 07/19/2022