

**RESOLUTION NO. 19-11-106**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA PIGGYBACKING THE FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT NUMBER FSA18-VEF13.0 AND APPROVING THE PURCHASE OF A 2020 SUTPHEN PUMPER FIRE TRUCK FROM SOUTH FLORIDA EMERGENCY VEHICLES, LLC; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR PIGGYBACKING OF COMPETITIVE BID; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Islamorada, Village of Islands (the “Village”) is in need of a new Fire Engine/Pumper Truck for the Islamorada Fire Rescue Department; and

**WHEREAS**, the Village desires to utilize and piggyback the Florida Sheriffs Association Cooperative Purchasing Program Contract Number FSA18-VEF13.0 and accept the competitive bid submitted by South Florida Emergency Vehicles, LLC in response thereto, for the purchase of a 2020 Fire Engine/Pumper Truck; and

**WHEREAS**, the Village Council desires to approve the Purchase Agreement attached hereto as Exhibit A for the purchase of the 2020 Sutphen Fire Engine/Pumper Truck through South Florida Emergency Vehicles, LLC at a cost not to exceed the proposal set forth in Exhibit “A” to the Purchase Agreement, which will be budgeted for in the FY 2020-2021 Capital Projects Fund budget and paid for upon delivery; and

**WHEREAS**, the Village Council finds that the purchase of a 2020 Sutphen Fire Engine/Pumper Truck for the Village Fire Department is in the best interest of the Village and its residents.

**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 Piggyback Purchase.** The Village Council hereby piggybacks the Florida Sheriffs Association Cooperative Purchase Program Contract Number FSA18-VEF13.0 and accepts the bid submitted by South Florida Emergency Vehicles, LLC for the purchase of a Fire Engine/Pumper Truck for the Village Fire Department, at a cost not to exceed Five Hundred Thirty-six Thousand Eighty-eight and 66/100 Dollars (\$536,588.66) as set forth in the proposal attached as Exhibit "A" to the Purchase Agreement attached hereto.

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

**Section 4. 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 5. 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 to purchase the fire apparatus.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilman Ken Davis, seconded by Councilman Jim Mooney.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:**

Mayor Deb Gillis	YES
Vice Mayor Mike Forster	YES
Councilman Ken Davis	YES
Councilwoman Cheryl Meads	YES
Councilman Jim Mooney	YES

**PASSED AND ADOPTED this 21<sup>st</sup> day of November, 2019.**



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DEB GILLIS, MAYOR

ATTEST:



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KELLY TOTH, VILLAGE CLERK

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



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ROGET V. BRYAN, VILLAGE ATTORNEY



PURCHASE AGREEMENT

FOR

SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this 2<sup>nd</sup> day of December, 2019, by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, 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 Five Hundred Thirty-six Thousand Eighty-eight and 66/100 Dollars (\$536,088.66) payable in full upon delivery.

3. DELIVERY: The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at South Florida Emergency Vehicles, LLC, within approximately 12 to 14 months after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays due to strikes, failure to obtain materials or other causes beyond Sutphen's control.

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 Drew Sutphen  
Title President  
Date 12-2-19

PURCHASER  
ISLAMORADA, VILLAGE OF ISLANDS

By Seth Lawless  
Title Village Manager

Date 11/26/19

By Stephanie Conde  
Title Deputy Village Clerk  
Date 11/26/19