

RESOLUTION NO. 25-05-37

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA PIGGYBACKING SOURCEWELL COOP CONTRACT #113021-SUT AND APPROVING THE PURCHASE OF A SUTPHEN F SERIES PUMPER 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; DECLARING THE 2013 SUTPHEN SHIELD CUSTOM PUMPER AS SURPLUS PROPERTY; AUTHORIZING DISPOSAL OF THE SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") is in need of a new pumper fire truck for the Islamorada Fire Rescue Department; and

WHEREAS, the Village's current fire truck, a 2013 Sutphen Shield Custom Pumper (the "Current Fire Truck"), has exhausted its useful life due to its continued use through the past 15 years, and requires various costly repairs; and

WHEREAS, the Village desires to utilize and piggyback the Sourcewell Coop Contract #113021-SUT and accept the competitive bid submitted by South Florida Emergency Vehicles, LLC in response thereto, for the purchase of a 2027/2028 Sutphen F Series Pumper Truck (the "New Fire Truck"); and

WHEREAS, the Village Council desires to approve the Purchase Agreement attached hereto as Exhibit A for the purchase of the New Fire Truck through South Florida Emergency Vehicles, LLC at a cost not to exceed the proposal set forth in Attachment 1 to the Purchase Agreement, The primary revenue source for the Capital Project Fund is Local Government Discretionary Sales Surtax for Infrastructure and paid for upon delivery; and

WHEREAS, the Village Council finds that this Resolution and the purchase of the New Fire 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 Sourcewell Coop Contract #113021-SUT and accepts the bid submitted by South Florida Emergency Vehicles, LLC for the purchase of the New Fire Truck for the Village Fire Department, at a cost not to exceed One Million Three Thousand Three Hundred Thirty Nine Dollars and Twenty Seven Cents (\$1,003,339.27) as set forth in the proposal attached as Exhibit 1 to the Purchase Agreement attached hereto.

Section 3. Declaration of Surplus Property. The Village Council hereby declares the Current Fire Truck a surplus asset and authorizes the Village Manager to dispose of the surplus vehicle. The Village Manager is authorized to take all necessary and expedient action to effectuate the disposal of the surplus vehicle.

Section 4. 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 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 to purchase the fire apparatus.

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

Motion to adopt by Deb Gillis, seconded by Anna Richards.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Sharon Mahoney	Yes
Vice Mayor Don Horton	Yes
Councilman Steve Friedman	Yes
Councilwoman Deb Gillis	Yes
Councilwoman Anna Richards	Yes

PASSED AND ADOPTED this 6th day of May, 2025.


SHARON MAHONEY, 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, VILLAGE ATTORNEY





SUTPHEN PROPOSAL

TO THE:

Islamorada Fire Rescue
81850 Overseas Hwy Islamorada, Florida 33036
Chief Terry Abel

DATE: April 4, 2025

South Florida Emergency Vehicles hereby proposes and agrees to furnish the following firefighting equipment upon your acceptance of this proposal:

One (1) Sutphen F Series Program Pumper \$ 1,003,339.27

****Pricing is based on Sourcewell Cooperative Purchasing Contract #113021-SUT.**

If the invoice for this unit is paid within 72 hours of its arrival at South Florida Emergency Vehicles a Price Deduction will be applied to the sum of.....\$ -15,000.00

TOTAL with Deduction \$ 988,339.27

This unit shall be manufactured completely in accordance with the following proposal. Delivery will be **36-38 months** from the date of the contract signing or purchase order and could be subject to delays from all causes beyond our control.

This proposal shall be valid for thirty (30) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Should any changes be required as mandated by NFPA, EPA, or other Federal, State or Local Governments, or changes due to part availability or vendor relationships, such changes shall be documented on a change order and purchaser shall be responsible for additional charges as applicable. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission)

Respectfully submitted by:



David Stonitsch
Sales Rep. for the Sutphen Corp.
South Florida Emergency Vehicles



Levi Leyland
Sales Rep. for the Sutphen Corp.
South Florida Emergency Vehicles

Please Issue Purchase Order to:

SUTPHEN CORPORATION

6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860

TERMS & CONDITIONS

Changes to National Fire Protection Association ("NFPA") 1900, Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments *or* changes in parts availability or vendor relationships that impact the cost to manufacture the truck may incur additional charges which shall be borne by the Purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturers, seat manufacturers, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be documented on a change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to the Purchaser as soon as it reasonably believes any cost increase provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, 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. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made at the time of final inspection at the factory. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be

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tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

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.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

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 this Proposal. 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.

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 completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

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After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion: (a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal 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 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 these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

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