

**RESOLUTION NO. 2024-72**

**A RESOLUTION OF THE CITY OF DELTONA, FLORIDA;  
AUTHORIZING THE CITY MANAGER TO APPROVE NEW  
AND REPLACEMENT VEHICLE/EQUIPMENT  
PURCHASES FOR THE FIRE DEPARTMENT; PROVIDING  
IMPLEMENTATION, AND PROVIDING FOR AN  
EFFECTIVE DATE.**

---

**WHEREAS**, City Policy CW10-03 – City Vehicle/Equipment Replacement Guidelines provides for the replacement of vehicles and equipment that have exceeded their useful life; and

**WHEREAS**, from time to time the purchase of new vehicles and equipment is in the best interest of the operations of the City; and

**WHEREAS**, the City Commission desires to authorize the City Manager or his designee to purchase new and replacement vehicles and equipment for the Fire Department; and

**WHEREAS**, the funds for the purchase of said vehicles and equipment was included and approved with the Fiscal Year 2025 Budget; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:**

**Section 1. Recitals Adopted.** That each of the above recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Purchase.** That the City Manager is authorized to purchase new and replacement vehicles and associated equipment for the Fire Department procured pursuant to competitively awarded cooperative contracts in a total amount not to exceed \$1,700,000.00 and as further described in “Exhibit A.”

**Section 3. Implementation.** That the City Manager is hereby authorized to take any action which is necessary to implement this Resolution.

**Section 4. Effective Date.** That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF  
DELTONA, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

BY: \_\_\_\_\_

Santiago Avila, Jr., MAYOR

ATTEST:

\_\_\_\_\_  
Joyce Raftery, CMC, MMC, CITY CLERK

Approved as to form and legality  
for use and reliance of the City of  
Deltona, Florida

\_\_\_\_\_  
TG Law, PLLC, CITY ATTORNEY

# EXHIBIT A



**TO THE:**

**DATE:** November 15, 2024

City of Deltona Fire Department  
William Snyder, Fire Chief  
1685 Providence Blvd  
Deltona, Florida 32725

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal and the Terms and Conditions there in:

**One (1) Sutphen/SV Heavy Rescue Pumper Complete and Delivered for the Total Sum of ..... \$1,715,000.00**

**NOTE: If the invoice for this unit is paid within 72 hours of it arriving at South Florida Emergency Vehicles, you may deduct \$15,000.00 for a payment of .....\$1,700.00.00**

**\*\*\* Sourcewell /Sutphen Cooperative Purchasing Contract # 113021-SUT\*\*\***

The apparatus and equipment being purchased hereunder shall be completed within approximately **700 Days** after Sutphen's receipt and approval of Purchaser's acceptance of this Proposal.

This Proposal shall be valid for forty-five **(45) days**. If a Purchase Agreement or Purchase Order is not received by Sutphen within forty-five **45 days** of the date of this Proposal, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,

Mark W. Oakes  
South Florida Emergency Vehicles  
Authorized Representative for Sutphen Corporation  
321-460-0555



**SOUTH FLORIDA  
EMERGENCY VEHICLES**

## 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 within 72 hours of the unit arriving at the dealership to receive the stated discount. FULL payment must be made at the time of delivery of the completed truck. Any loose equipment, shelving, and graphics will be completed by the dealership. 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.

Transfer of the Manufacturer's Certificate of Origin (MCO) shall take place 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. The apparatus shall be 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 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.

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.