

## Resolution No. 3061

**A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022; providing for implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.**

**Whereas**, the Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2021 and terminating on September 30, 2022 specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

**Whereas**, the City's budget presumes that each department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

**Whereas**, from time-to-time circumstances and events may require that the original City budget may need revision; and

**Whereas**, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

**Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:**

### **Section 1. Adoption of Budget Amendment.**

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2021 and terminating on September 30, 2022 is hereby revised and amended by Attachment "A". The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2021 and

terminating on September 30, 2022 shall remain in full force and effect.

**Section 2. Implementing administrative actions.**

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

**Section 3. Savings.**

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities are hereby ratified and affirmed.

**Section 4. Conflicts.**

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

**Section 5. Severability.**

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

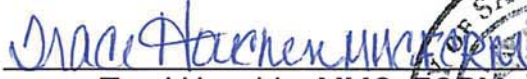
**Section 6. Effective Date.**

This Resolution shall become effective immediately upon enactment.

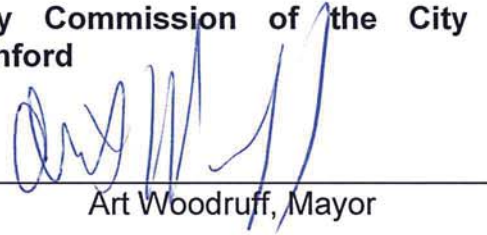
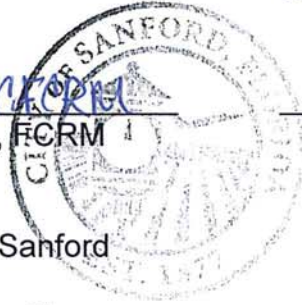
Passed and adopted this 12<sup>th</sup> day of September, 2022.

Attest:

City Commission of the City of  
Sanford

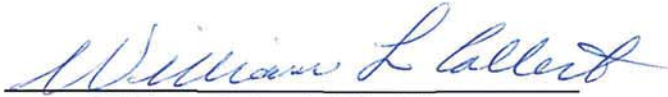


Traci Houchin, MMC, FCRM  
City Clerk



Art Woodruff, Mayor

For use and reliance of the Sanford  
City Commission only.  
Approved as to form and legality.



William Colbert, City Attorney

# ATTACHMENT A REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2022  
Department: Fire

Division: Operations

9/12/2022

**CHANGES IN REVENUES**

REVENUE ACCOUNT NUMBER						Current	Current	Amount of	Adjusted
Fund	Revenue	Act Cd	Ele	Project #	Revenue Account Title	Budget	Balance	Change	Unrealized
001	0000	389	98	00	FDST40 Use of Reserves	\$ 10,908,366	\$ 10,908,366	\$ 734,431	\$ 11,642,797
360	0000	381	60	00	FDST40 Transfers form General Funds	4,264,018	777,396	\$ 734,431	1,511,827

**TOTAL CHANGES IN REVENUES** \$ 1,468,862

**CHANGES IN EXPENDITURES**

EXPENDITURE ACCOUNT NUMBER						Current	Current	Amount of	Remaining	
Fund	Dpt/Div	Activity	Obj	Ele	Project #	Expenditure Account Title	Budget	Balance	Change	Balance
360	3001	522	64	00	FDST40	Machinery & Equipment	\$ 2,739,787	\$ 10,757	\$ 734,431	\$ 3,474,218
001	7979	581	91	28	FDST40	Transfer to Capital Project Fund	4,624,018	777,396	734,431	5,358,449

**TOTAL CHANGES IN EXPENDITURES** \$ 1,468,862

REASON FOR AMENDMENT: To fund new Fire Engine Pumper for ST40

DIRECTOR APPROVAL: *Burke* DATE: 8/24/22

FINANCE APPROVAL: *Cynthia Lindsay* DATE: 8/24/22

CITY MANAGER APPROVAL: *G. G.* DATE: 9/12/22

CITY COMMISSION AGENDA DATE: Sept. 13, 2022 APPROVED Y

**FOR FINANCE USE**

Entry Date: 9/13/2022  
S. Posey

Batch Number: B# 5312

Document #: BA 12-100

Res# 3061  
CCM# 22-218



**CITY COMMISSION MEMORANDUM 22-218**  
**SEPTEMBER 12, 2022 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission  
**PREPARED BY:** Ronnie McNeil, Fire Chief  
**SUBMITTED BY:** Norton N. Bonaparte, Jr., ICMA-CM, City Manager  
**SUBJECT:** Budget Amendment Resolution No. 3061; Procurement to Ten-8 Fire & Safety, LLC

**STRATEGIC PRIORITIES:**

- Unify Downtown & the Waterfront
- Promote the City's Distinct Culture
- Update Regulatory Framework
- Redevelop and Revitalize Disadvantaged Communities

**SYNOPSIS:**

Approval of Resolution No. 3061 to amend the budget in the amount of \$734,431 for the procurement of a new fire engine/pumper, for the preparation of Fire Station 40, to Ten-8 Fire & Safety, LLC is requested.

**FISCAL/STAFFING STATEMENT:**

Funds are available in the Fire Department Reserves for the cost of a new fire engine/pumper for Fire Station 40 in the amount of \$734,431.

**BACKGROUND:**

The Fire Department is in the process of finalizing a contract for the design and construction of Fire Station 40. Due to the delivery time of 20 to 25 months for a fire engine/pumper once ordered and an upcoming price increase of 6.5% by November, the Fire Department is requesting the purchase of a new fire engine/pumper. By purchasing a fire engine/pumper before the upcoming 6.5% price increase we will be saving approximately \$47,000.

The proposal dated August 20, 2022, includes a discount of \$10,366 for a chassis progress payment of \$345,547 due 90 days prior to final delivery and a factory concession and customer loyalty discount of \$15,000.

The City's Purchasing Policies and Procedures allow the piggybacking of contracts. Contract PBA 19/20-38 with Ten-8 Fire & Safety, LL piggybacking Lake County's contract RFP #19-0707 is consistent with the City's purchasing requirements.

**LEGAL REVIEW:**

The City Attorney drafted the PBA 19/20-38 agreement with Ten-8 Fire & Safety, LLC.

**RECOMMENDATION:**

City staff recommends that the City Commission approve Resolution No. 3061, to amend the budget for the procurement of a new fire engine/pumper for Fire Station 40 in the amount of \$734,431 to Ten-8 Fire & Safety, LLC.

**SUGGESTED MOTION:**

“I move to approve Resolution No. 3061, to amend the budget for the procurement of a new fire engine/pumper for Fire Station 40 in the amount of \$734,431 to Ten-8 Fire & Safety, LLC.”

Attachments: Resolution No. 3061  
Request for Budget Amendment Form  
Ten-8 Fire & Safety, LLC Proposal



IN SERVICE TO SERVE YOU

**Equipment Proposal**

**Proposal # 785**

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

**Date:** August 20, 2022 ("Proposal Date")      **Customer:** City of Sanford Fire Department ("Customer")

**Customer Address:** 1303 William Clark Avenue, Sanford, Florida, 32771

Qty	Product Description & Options	Price
1	<b>PIERCE CUSTOM PUMPER per Lake County ITB #19-0707, Price Level 42.</b>	<b>\$499,913.00</b>
	<b>4% Mark-up on Base Model Apparatus , Custom Pumper.</b>	<b>\$19,996.00</b>
	<b>Apparatus Accessories/Options based upon our proposal #785, PUC Pumper.</b>	<b>\$183,967.00</b>
	<b>9% Mark-up on Apparatus Accessories/Options.</b>	<b>\$16,557.00</b>
	<b>Commodity and raw material surcharge.</b>	<b>\$33,349.00</b>
	<b>Loose equipment per quote #231-832.</b>	<b>\$4,950.00</b>
	<b>Loose equipment installation per quote 231-831.</b>	<b>\$1,065.00</b>
	<b>Discount for chassis progress payment of \$345,547.00 due 90 days prior to final delivery.</b>	<b>(\$10,366.00)</b>
	<b>Factory concession and customer loyalty discount.</b>	<b>(\$15,000.00)</b>
<b>**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.</b>		<b>Total: \$734,431.00</b>

**Delivery Timing:** The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 20-25 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

**Other:** Order must be received prior to November 1<sup>st</sup>, 2022 to avoid a 6.5% price increase. Price quoted includes a final inspection trip at the factory for Sanford Fire Department personnel.

Unless accepted within 60 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

**INTENDING TO CREATE A BINDING AGREEMENT,** Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

**Customer:** City of Sanford Fire Department

**Ten-8 Fire & Safety, LLC**

By: \_\_\_\_\_

By:

Title: \_\_\_\_\_

Title: **Authorized Sales Representative**

Print: \_\_\_\_\_

Print: **Robert F. Boggus**

Date: \_\_\_\_\_

Date: **August 20, 2022**

## PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.



6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.