

RESOLUTION NO. 2023- 3217

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING RESOLUTION NO. 2023-2962 TO APPROVE AND AUTHORIZE THE PURCHASE OF FIVE (5) 2023 FORD INTERCEPTOR UTILITY VEHICLES; FINDING THAT THE PURCHASE OF THE POLICE VEHICLES IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 10, 2023, the Town Commission of the Town of Surfside ("Town") adopted Resolution No. 2023-2962, approving and authorizing the purchase of nine (9) Ford Police Vehicles together with emergency lighting equipment, graphics, radio equipment, and radio programming for each police vehicle (the "January Purchase"); and

WHEREAS, the January Purchase included the purchase of five (5) 2023 Ford Interceptor Utility AWD vehicles ("Police Vehicles") from a Florida dealer, Garber Ford, utilizing the Florida Association of Sheriffs' Association Number FSAA22-VEL30.0 ("FSA Contract"), and allocated \$244,126.00 for the purchase of the Police Vehicles as detailed in the Purchase Order attached hereto as Attachment "A"; and

WHEREAS, due to a nationwide vehicle shortage and the current closure of Ford factories due to a union strike, the Police Vehicles are not available for purchase from a Florida dealer; and

WHEREAS, the Town has been able to locate the Police Vehicles from a State of Georgia dealership, Legacy Ford, who has provided a quote and specifications sheets for the Police Vehicles attached hereto as Attachment "B", consistent with the pricing previously obtained by the Town through the FSA Contract, for a total price of \$236,950.00, which represents a savings of \$7,176.00; and

WHEREAS, the Town Commission desires to amend Resolution No. 2023-2962 to modify the January Purchase to approve and authorize the purchase of the Police Vehicles pursuant to the Quote attached hereto as Attachment “B”; and

WHEREAS, the Town Commission finds that the purchase contemplated by the Town for the Police Vehicles has already been competitively bid in the FSA Contract and is exempt from competitive bidding pursuant to Section 3-13(3) of the Town’s Code of Ordinances (“Code”); and

WHEREAS, the Town Commission desires to authorize the Town Manager to purchase the Police Vehicles from Legacy Ford at a revised cost of \$236,950.00, based on the pricing of the FSA Contract pursuant to Section 3-13(3) of the Town’s Code and consistent with the quote attached hereto as Attachment “B” (“New Vehicle Purchase”); and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Amending Resolution No. 2022-2962. Resolution No. 2022-2962 is hereby amended to provide for the Town Commission approval and authorization of the New Vehicle Purchase from Legacy Ford in the amount of \$236,950.00, in accordance with the quote attached hereto as Attachment “B”.

Section 3. Exemption from Competitive Bidding. The Town Commission hereby finds that the New Vehicle Purchase utilizing the FSA Contract is exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code.

Section 4. Implementation. That the Town Commission hereby authorizes the Town Manager to execute any purchase order or required documentation for the New Vehicle Purchase described in this Resolution, subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

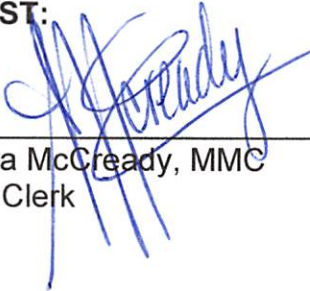
PASSED AND ADOPTED this 10th day of October, 2023.

Motion By: Commissioner Landsman
Second By: Vice Mayor Rose

FINAL VOTE ON ADOPTION:


Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Absent</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>

ATTEST:



Sandra McCready, MMC
Town Clerk





Shlomo Danzinger, Mayor

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

A handwritten signature in blue ink, appearing to read "L. Orange", is written over a horizontal line.

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



TOWN OF SURFSIDE
 9293 Harding Avenue
 Surfside, FL 33154
 PH: (305) 861-4863
 website: www.townofsurfsidefl.gov

PURCHASE ORDER

PO Number: FY23-00125

Date: 12/02/2022

Requisition #: REQ01235

Vendor #: 1810

ISSUED TO: GARBER CHRYSLER DODGE TRUCK, INC.
 PO BOX 945
 GREEN COVE SPRING, FL 32043

SHIP TO: TOWN OF SURFSIDE
 Attn: POLICE DEPARTMENT
 9293 HARDING AVE
 SURFSIDE, FL 33154

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	4 Ford F-150 Police Responder Vehicles	501-5000-539-64-10		48,608.00	194,432.00
2	1 Ford Explorer Unmarked Police Intercep. Vehicle	501-5000-539-64-10		48,710.00	48,710.00
3	4 Ford Explorer Police Intercep. Vehicles	501-5000-539-64-10		48,854.00	195,416.00
PO FY23-00125 DECREASED \$984.00 RESO. 2023-2962 - 1/10/23					

SUBTOTAL:	438,558.00
SHIPPING:	0.00
TOTAL	438,558.00

Authorized by: _____

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall apply to all purchases by or on behalf of the Town of Surfside ("the Town") pursuant to Chapter 212, Florida Statutes, the Town is Exempt from State of Florida Sales Tax by virtue of Exemption Certificate No. 59-8000434 Florida Retailers' Occupation Tax, Use Tax and Municipal Retailer's Occupation Tax do not apply to materials purchased by the Town. Vendors must not charge for any of these fees. The Town reserves the right to cancel this P.O. at any time, should the Vendor not comply with any of the Terms and Conditions herein.

- Acceptance of Contract:** This purchase order ("P.O.") is the Town's offer to purchase the goods and/or services from Vendor pursuant to the terms and conditions set forth herein. Upon acceptance of this P.O., by delivery of goods or performance of the services, this P.O. shall become a contract and subsequently binding upon Vendor. Any separately executed contract between the Town and a Vendor supersedes the terms and conditions of this P.O.
- Amendments:** No agreement or understanding to modify this P.O. shall be binding upon the Town unless in writing and signed by the Town's authorized agent. All specifications, drawings, data or any other related documents submitted to the Vendor with this P.O. are hereby incorporated and made a part hereof.
- Uniform Commercial Code:** All applicable portions of the State of Florida Uniform Commercial Code shall govern contracts with The Town.
- Non-Waiver of Rights:** No failure of either party to exercise any power given to it hereunder, or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
- Compliance with Laws:** Vendor certifies that in performing this contract they will comply with all applicable provisions of federal, state and local laws, regulations, rules and orders, including the Town of Surfside Charter and Code of Ordinances.
- Laws Governing:** This contract shall be governed by and construed according to the laws of the State of Florida. Venue for any action related to this agreement shall be in Miami-Dade County, Florida.
- Payment Method of Compensation:** net 45 days and in accordance with the Florida Prompt Payment Act. All invoices are to be addressed to the "Bill To" designee, as indicated on the front of this P.O., and must include the P.O. number, vendor's name and phone number, clearly list quantities, item descriptions and units of measure, (if applicable). Failure to do so may result in payment delays at no cost to the Town.
- Warranty:** Vendor warrants to the Town that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.
- Indemnity:** Vendor shall defend, indemnify and hold harmless the Town, its officers, agents, employees and successors, from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits, including reasonable attorneys' fees incident thereto, to the extent they result directly from or out of any injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of Vendor, its agents or employees.
- Compliance with Public Records Law:** Vendor shall comply with any and all requirements of Chapter 119, Florida Statutes, Florida's Public Records Act. Vendor is required to comply with Florida's public records law and specifically to: Keep and maintain public records required by the Town; Upon request from the Town, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and Upon completion of the services or agreement, transfer, at no cost, to the Town, all public records in possession of Vendor or keep and maintain public records required by the Town to perform the services. If Vendor transfers all public records to the Town upon completion of the services or this agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- Insurance:** Vendor shall provide applicable insurance, as required by the Town prior to the purchase or services provided.
- Delivery:** All prices must be Freight on Board ("F.O.B.") destination, freight prepaid. Vendor shall meet any established delivery date. If delivery dates cannot be met as agreed, the Vendor agrees to advise the Town, in writing, and seek written approval, of the earliest possible delivery date for acceptance by the Town. Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein, which may for any reason occur prior to acceptance by the Town. No such loss, injury or destruction shall release Vendor from any obligations hereunder. Goods and/or materials must be properly packaged. Damaged goods and materials will not be accepted. Or, if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the Town. The Town reserves the right to inspect the goods within a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.
- Non-Discrimination:** Vendor shall comply with all applicable state and federal civil rights laws.



413 Industrial Blvd
McDonough, GA 30253
Cell - 407-274-3967 Office: 770-914-2800

DATE: 10/09/23

BILL TO **FOR**
Surfside Police Dept

Florida GPC#15029P - FSA23-VEL31.0

Details	AMOUNT
2023 Ford Police Interceptor Silver - QTY: 2 - \$44,500 Options: 3.3L TI-VCT V6, Driver Side LED Spotlight, Keyless Entry 4 Fobs	\$89,000.00
Ford Extra Care 5 Year 75,000 Qty:5 - \$2,800	\$14,000.00
2023 Ford Police Interceptor Black - Qty: 3 - \$44,650 Options: 3.3L TI-VCT V6, AUX Climate Control, Driver Side LED SpotLight, Keyless Entry 4 Fobs, Daytime Running Lights	\$133,950.00
In Stock for Immediate Delivery	
SUBTOTAL	\$236,950.00
TAX RATE	0.00%
OTHER	\$0.00
TOTAL	\$236,950.00

If you have any questions concerning this invoice, use the following contact information:

Ali Bhojani, 407-274-3967, abhojani@legacyford.com

THANK YOU FOR YOUR BUSINESS!

Approved by: _____

Date: _____

Signature: _____

CHI-003724 GA

9-NORMAL, NB, 003724, PA231 13876

120230130 1570

CERT CERT TRD RAMP BUMP CAMP BOON EXF ROT

011680 325/183

17MSKBA0 PGA36945 NB

FUT3

VEHICLE DESCRIPTION

POLICE INTERCEPTOR PG A36945



2023 UTILITY AWD
110" WHEELBASE
3.3L 170CVT V6 FFV ENGINE
10-SPEED AUTO TRANSMISSION

EXTERIOR SILVER GREY METALLIC
INTERIOR EBONY CLOTH FRNT/VINYL REAR

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- 17" HD STEEL WHEELS
- 255/60R18 A/S BSW
- POLICE TIRES
- CLASS III Hitch RECEIVER
- DUAL EXHAUST SYSTEM
- DUAL POWER MIRRORS
- FULL SIZE 16" SPARE W/T TMS
- HEADLAMPS - AUTO, LED
- LOW/HIGH INCLUDES FRONT HOUSING (W/ LED WIG-WAG)
- KEY LOCKS DR/PASS/FTGT
- PRIVACY GLASS 2ND/3RD ROW

INTERIOR

- 26/20/25 SPLIT VINYL REAR
- A/C W/AUTOMATIC CLIMATE CONTROL, DUAL ZONE
- BLACK VINYL FLOOR COVERING
- CERTIFIED SPEEDOMETER
- CLOTH BUCKET FRONT SEATS
- CONSOLE MOUNTING PLATE
- ENGINE HOUR / IDLE METER
- STD SANITIZATION SOLUTION
- DWR DR SEAT W/WAYAM LUMBAR
- RED/WHITE TASK LIGHTING
- SEATBACK INTRUSION PLATES
- TILT/TELESCOPING STEERING WHL W/ 4 CONFIGURABLE LATCHING SWITCHES

UNIVERSAL TOP TRAY

- AM/FM/MP3/BLEETOOTH 4 USB
- COLLAR MOUNTED SHIFTER
- ENGINE OIL COOLER
- FORD TELEMATICS™
- FULL-TIME ALL WHEEL DRIVE SYSTEM
- HEAVY DUTY SUSPENSION
- HEAVY-DUTY 80-AMP BATTERY
- INTERIOR TRUNK/LIFT GATE RELEASE
- POLICE BRAKES, 4 WHL DISC W/ABS & TRACTION CONTROL
- POWER STEERING W/EPAS
- REAR VIEW CAMERA

TRANSMISSION OIL COOLER

- TRANSMISSION-10-SPEED AUTO
- SAFETY/SECURITY
- 75 MPH REAR-CRASH TESTED
- ADVANCED TRAC™ WITH RSCB
- AIRBAGS - FRONT AND SIDE
- AIRBAGS - SAFETY CANOPY
- 503 POST CRASH ALERT SYS
- TIRE PRESSURE MONITOR SYS

WARRANTY

- 3 YEAR/50,000 MILE BUMPER-TO-BUMPER WARRANTY
- 5 YEAR/100,000 MILE POWERTRAIN CARE EXTENDED SERVICE PLAN (CEPO DEDUCTIBLE)

INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 500A

DESP

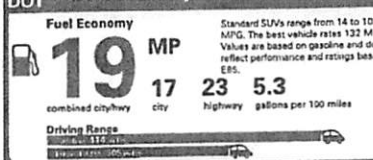
OPTIONAL EQUIPMENT/OTHER

- JAM/FM STEREO - 2,800.00
- 3.3L 170CVT V6 FFV ENGINE NO CHARGE
- 10-SPEED AUTO TRANSMISSION NO CHARGE
- 50 STATE EMISSIONS NO CHARGE
- DRIVER SIDE LED SPOT LAMP 395.00
- KEYLESS ENTRY, 4 FDS 340.00
- 4G LTE W/FI HOTSPOT CREDIT FLEX-FUEL CAPABILITY 20.00

PRICE INFORMATION

BASE PRICE	\$47,185.00
TOTAL OPTIONS/OTHER	2,115.00
TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY	45,250.00
	1,495.00

EPA DOT Fuel Economy and Environment



Flexible-Fuel Vehicle Gasoline/Ethanol (E85)

You spend **\$3,750** more in fuel costs over 5 years compared to the average new vehicle.



fuel economy.gov Calculate personalized estimates and compare vehicles.

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score	Not Rated
Frontal Crash	Not Rated
Driver Passenger	Not Rated
Side Crash	★★★★★
Front seat	★★★★★
Rear seat	★★★★★
Rollover	★★★



The modern is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle settings for connectivity options.

FORD PROTECT Continued Service Plan

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm.

RAMP ONE	CH02	TOTAL MSRP	\$46,545.00
RAMP TWO	CONVOY	Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance .	
	21-1302 QVT 5B	SPECIAL ORDER PA231 N RB 2X 315 003724 01 23 23	

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10/09/2023