

COMMITTEE REPORTS\CONSENT AGENDA continued (ITEMS 4 THROUGH 76):

<p align="center">Public Safety Committee (Items 5 through 10)</p>

<p align="center">Joseph Citro, Chair</p>

<p align="center">Charlie Miranda, Vice-Chair</p>

<p align="center">Orlando Gudes, Alternate</p>

5. **File No. PS21-65942 - (Part 1 of 2) - (See Item 6) – RESOLUTION NO. 2020-866 (Viera absent at vote)**
Resolution approving an Interlocal Agreement between Hillsborough County (County) and the City of Tampa (City) for the Distribution of Enhanced 9-1-1 Emergency Telephone Service Fee Revenues in the aggregate amount not exceeding \$801,205 for operating expenses to the City for the period starting October 1, 2020 through September 30, 2021; authorizing execution thereof by the Mayor of the City of Tampa and providing an effective date.

6. **File No. PS21-65941 - (Part 2 of 2) - (See Item 5) – RESOLUTION NO. 2020-867 (Viera absent at vote)**
Resolution making certain changes in the budget of the City of Tampa for the fiscal year ending September 30, 2021; approving the transfer, reallocation and/or appropriation of \$102,330 within the General Fund for use by Tampa Fire Rescue and the Tampa Police Department; providing an effective date.

7. **File No. PS21-65965 - (Part 1 of 2) - (See Item 8) – RESOLUTION NO. 2020-868 (Viera absent at vote)**
Resolution approving the acceptance of subgrant funding in an amount up to \$375,000 from the State of Florida Department of Transportation (FDOT), Highway Traffic Safety Funds, for the Tampa Police Department Last Call Project; authorizing execution thereof by the Mayor of the City of Tampa and providing an effective date.

8. **File No. PS21-65968 - (Part 2 of 2) - (See Item 7) – RESOLUTION NO. 2020-869 (Viera absent at vote)**
Resolution making certain changes in the budget of the City of Tampa for the fiscal year ending September 30, 2021; approving the transfer, reallocation and/or appropriation of \$375,000 within the Police Grants Fund for use by the Tampa Police Department for the FY2021 FDOT Highway Traffic Safety Last Call Grant; providing an effective date.

9. **File No. PS20-65988 – RESOLUTION NO. 2020-870 (Viera absent at vote)**
Resolution approving an Agreement between the City of Tampa and Galls, LLC for the provision of a Web Based Uniform Purchasing System for Tampa Police Department for the estimated amount of \$462,036; authorizing the Mayor to execute said Agreement; providing an effective date.

RESOLUTION NO. 2020- _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF TAMPA AND GALLS, LLC FOR THE PROVISION OF A WEB BASED UNIFORM PURCHASING SYSTEM FOR TAMPA POLICE DEPARTMENT IN THE ESTIMATED AMOUNT OF \$462,036; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the Agreement between the City of Tampa and Galls, LLC, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in a form substantially similar thereof. The term of the Agreement shall be for a two-year period, and may be renewed on the same terms and conditions for three (3) additional one-year periods.

Section 2. This will provide \$231,018 in FY2021, and \$231,018 in FY2022, subject to annual appropriation, for the purchase of uniforms through a web based uniform purchasing system provided at no charge from the vendor for the Tampa Police Department from the General Fund and Law Enforcement Trust Fund.

Section 3. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City.

Section 4. That the other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON _____.

CHAIR/CHAIR PRO-TEM CITY COUNCIL

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY
BY MARCELLA T. HAMILTON, ASSISTANT CITY ATTORNEY

AGREEMENT

THIS AGREEMENT made and entered into at Tampa, Florida, this 17th day of December, 2020, by and between the City of Tampa, a municipal corporation organized and existing under the Laws of the State of Florida, hereinafter referred to as "City", whose address is the Municipal Office Building being at 306 E. Jackson Street, 2E, Tampa, Florida 33602 and Galls, LLC, a Delaware limited liability company, hereinafter referred to as "Contractor", whose address is 1340 Russell Cave Road, Lexington, Kentucky 40505.

In consideration of the mutual stipulations, agreements, and covenants herein contained, the parties hereto have agreed and hereby agree with each other or their executors, administrators, heirs or successors, and assigns, as follows:

FIRST:

Contractor shall at its own cost and expense furnish the services described below and all material, equipment, tools, and labor of every description necessary for and to carry out in good, firm, substantial and workmanlike manner the following work as specified in the Contract Documents consisting of this Agreement and:

- (X) Request for Proposals (RFP) # 81100920, Web-based Uniform Purchasing System for Tampa Police Department inclusive of all parts and attachments and Addendums #1, #2 and #3, each inclusive of all parts and attachments
- (X) Galls, LLC Proposal, inclusive of all parts and attachments in response to RFP # 81100920
- (X) City of Tampa Insurance Requirements as set forth in Exhibit 1 to RFP # 81100920
- (X) Galls eEquip Implementation Milestone Schedule
- (X) Galls, LLC's Best and Final Offer

SECOND:

Upon the faithful performance of this Contract work by Contractor, City shall pay Contractor for work performed and labor furnished at the prices set forth in Contractor's Proposal as amended by Galls, LLC Best and Final Offer incorporated herein. Galls, LLC's Best and Final Offer shall take precedence over any conflict with Gall's LLC original Proposal.

THIRD:

Contractor shall abide by, comply with, duly perform, and be bound by each and every one of the terms, provisions, conditions, and agreements contained in the Contract Documents. Contractor shall implement the eEquip system in accordance with the Galls eEquip Implementation Milestone Schedule incorporated herein.

FOURTH:

Contractor shall not transfer or assign this contract without the prior written approval of City; and, during the progress of the work, Contractor shall comply with applicable Federal, State, County and City laws, rules, regulations, codes, and rules applicable to this contract.

FIFTH:

Contractor shall commence the work and shall faithfully prosecute said work to its full completion within the number of days set forth in the Contract Documents. The Project Schedule as described in Contractor's Proposal shall be updated to reflect the date of execution of this Agreement and the Galls eEquip Implementation Milestone Schedule.

SIXTH:

This contract shall be interpreted and construed in accordance with the laws of the State of Florida, excluding the laws of those jurisdictions pertaining to resolution of conflicts with laws of other jurisdictions. Venue for any action brought in state or federal court shall be in Tampa (Hillsborough County) Florida.

SEVENTH:

If any part, terms, or provisions of this contract shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this contract, the validity of the remaining portions or provisions shall not be affected thereby. The City and Contractor will in good faith attempt to replace an invalid or unenforceable clause with one that is valid and enforceable.

EIGHTH:

The City does not explicitly or impliedly waive its rights to the privileges, rights, immunities, or limitations of liability provided in Section 768.28, Florida Statutes, or any other statutory limitations provided for in the Florida Statutes.

NINTH:

Contractor shall perform the services provided by this contract as an independent contractor, and nothing contained herein shall in any way be construed to constitute Contractor to be a representative, agent, subagent, or employee of the City or any political subdivision of the State of Florida. The relationship of Contractor to the City created by this Contract is that of an independent contractor. No person performing work or providing services for Contractor under this Contract shall be entitled to any benefits available or granted to employees of the City. Contractor assumes full responsibility for the payment and reporting of all local, state, foreign, and federal taxes and other contributions imposed or required under unemployment, social security, income tax, and similar laws, with respect to the performance of Contractor's obligations required by this contract by, or on behalf of, Contractor to the City. Notwithstanding anything in this contract to the contrary, Contractor shall not have the right or power to make any contracts, commitments, or admissions of liability for or on behalf of the City. Contractor shall be solely responsible for the means, methods and procedures used by Contractor to perform under this contract.

TENTH:

Notwithstanding any other provision of the Agreement, if funds for the continued fulfillment of the Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then the City will have the right to terminate the Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

ELEVENTH:

This Agreement may not be modified, amended or extended verbally or by conduct but only by a writing duly executed by the parties herein.

TWELFTH:

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or Contractor.

THIRTEENTH:

A waiver of any provision of this contract shall be valid and effective only if it is in writing and signed by or on behalf of the party granting the waiver. No delay or course of dealing by a party to this contract in exercising a power, right, or remedy under this contract will operate as a waiver of any power, right, or remedy of that party, except to the extent expressly set forth in a writing signed by or on behalf of that party. In addition, the written waiver by a party of a power, right, or remedy under any provision of this contract will not constitute a waiver of any succeeding exercise of the power, right, or remedy or a waiver of the provision itself. Any waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this contract.

FOURTEENTH:

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Fourteenth Paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For City:
Gregory Spearman, Director of Purchasing

Purchasing Department
306 E. Jackson St.
Tampa, FL 33602

For Contractor:
David Scheve, Chief Financial Officer
1340 Russell Cave Road
Lexington, KY 40505

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the date first written above.

ATTEST:

(SEAL) CITY CLERK/DEPUTY CITY CLERK

CITY OF TAMPA

By: *Jane Castor*
JANE CASTOR, MAYOR

APPROVED AS TO LEGAL SUFFICIENCY:

Marcella Hamilton
Marcella Hamilton (Dec 23, 2020 07:49 EST)
MARCELLA T. HAMILTON
ASSISTANT CITY ATTORNEY

GALLS, LLC

David Scheve
DAVID SCHEVE (Dec 22, 2020 19:04 EST)

BY: DAVID SCHEVE
TYPE or PRINT

ATTEST:

(SEAL) CORPORATE SECRETARY

TITLE: Cfo
(Pres., V-Pres., Partner,
Owner, Member, Managing
Member)
Corporation ☐
Partnership ☐
Individual ☐
LLC ☐

Incorporated in the
State of _____

If business is individually owned, you must sign before two
(2) witnesses:

WITNESS: _____

WITNESS: _____


Web Based Uniform Purchasing System for Tampa Police Department


Final Audit Report


2020-12-23


Created:	2020-12-21
By:	Lewina Woodard (lewina.woodard@tampagov.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPufJPHq4Z8hmZpAsY3B8er5zj4kwhIBh


"Web Based Uniform Purchasing System for Tampa Police Department" History


-  Document created by Lewina Woodard (lewina.woodard@tampagov.net)
2020-12-21 - 1:33:12 PM GMT- IP address: 198.199.208.132


-  Document emailed to DAVID SCHEVE (scheve-dave@galls.com) for signature
2020-12-21 - 1:35:27 PM GMT


-  Email viewed by DAVID SCHEVE (scheve-dave@galls.com)
2020-12-21 - 1:42:22 PM GMT- IP address: 4.30.235.194


-  Document e-signed by DAVID SCHEVE (scheve-dave@galls.com)
Signature Date: 2020-12-23 - 0:04:46 AM GMT - Time Source: server- IP address: 69.174.167.202


-  Document emailed to Greg Spearman (GREGORY.SPEARMAN@TAMPAGOV.NET) for approval
2020-12-23 - 0:04:47 AM GMT

-  Email viewed by Greg Spearman (GREGORY.SPEARMAN@TAMPAGOV.NET)
2020-12-23 - 2:04:52 AM GMT- IP address: 24.160.100.53

-  Document approved by Greg Spearman (GREGORY.SPEARMAN@TAMPAGOV.NET)
Approval Date: 2020-12-23 - 2:06:17 AM GMT - Time Source: server- IP address: 198.199.208.132


-  Document emailed to Marcella Hamilton (marcella.hamilton@tampagov.net) for signature
2020-12-23 - 2:06:18 AM GMT

-  Email viewed by Marcella Hamilton (marcella.hamilton@tampagov.net)
2020-12-23 - 12:49:06 PM GMT- IP address: 198.199.208.132


-  Document e-signed by Marcella Hamilton (marcella.hamilton@tampagov.net)
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Adobe Sign

 Document emailed to Jane Castor (jane.castor@tampagov.net) for signature

2020-12-23 - 12:49:53 PM GMT

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2020-12-23 - 11:58:30 PM GMT- IP address: 198.199.208.132

 Document e-signed by Jane Castor (jane.castor@tampagov.net)

Signature Date: 2020-12-23 - 11:59:01 PM GMT - Time Source: server- IP address: 198.199.208.132

 Agreement completed.

2020-12-23 - 11:59:01 PM GMT