

RESOLUTION NO. 4151

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A SALES AGREEMENT FOR PURCHASE OF A 2018 FORD MR250 AMBULANCE WITH SAWTOOTH EMERGENCY VEHICLES, INC.

WHEREAS, the City of Miles City has solicited bids for a new ambulance, and after receiving and opening all bids, awarded said contract to Sawtooth Emergency Vehicles, Inc. (“Sawtooth”);

AND WHEREAS, Sawtooth has provided a Sales Agreement For Ambulance for the purchase of a 2018 Ford MR250 based ambulance, which sets for the basic terms of the build and purchase of said ambulance;

NOW THEREFORE BE IT RESOLVED by the City Council of Miles City, Montana, as follows:

1. The “SALES AGREEMENT FOR AMBULANCE,” attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 24TH DAY OF APRIL, 2018.



John Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk

SALES AGREEMENT FOR AMBULANCE

SELLER:

Sawtooth Emergency Vehicles, Inc.
5726 North Morpheus Place
Meridian, ID 83646

PURCHASER:

City of Miles City
17 South 8th Street
Miles City, MT 59301

The terms of this agreement are as follows:

The ambulance shall be 2018 Ford MR250 Transit Van chassis with Medix SRH-148 AL model conversion Vehicle Identification Number is: unknown at this time as chassis will be special order due to new production year. The ambulance shall be equipped and constructed as specified and approved by the purchaser.

The purchase price shall be \$124,844.00 Final delivery to Miles City, MT.

This ambulance is a custom new ambulance and delivery is estimated June 30th, 2018 or earlier. We understand the urgency in this agency. We will update as we have the chassis on property.

Payment in full is to be made upon delivery and acceptance of the ambulance. If Purchaser is using services of a financial agency for this purchase it is purchaser's responsibility to monitor and facilitate the process to insure payment will be made at that time. If full payment is not made at that time and place Seller may impose interest charges at the rate of 1.5% of the unpaid balance per month. Under no circumstances shall full payment including interest be delayed past 30 calendar days.

The ambulance shall be delivered with all accessories, manuals, and equipment as detailed in the specification, along with any subsequent mutually agreed on changes.

The ambulance shall be delivered with a full tank of fuel, shall receive oil and filter change and any other chassis service scheduled prior to delivery.

The ambulance shall be delivered by over the road driving. The ambulance shall be fully insured against accidents, hazards, or other damage, on the policy of Seller when being driven by an agent of Seller.

This agreement shall be construed and governed in all matters by the laws of the State of Montana.

Dispute resolution shall be made through alternative dispute resolution via binding arbitration. Each party shall select an equal number of names from a pool of qualified arbitrators recognized by the American Arbitration Society and will strike one name until two names are left, with Seller striking the final name. Each party shall bear equal share

of all direct and associated costs of the arbitration and shall work cooperatively and in good faith to schedule meeting times and mutually accessible meeting locations.

The prevailing party in any action commenced hereunder shall be entitled to a reasonable sum as attorney's fees, together with all related costs. An action brought for breach of this agreement shall be commenced within one (1) year after cause of action is accrued.

This agreement shall not be modified, except by expressed written consent of the corporate officers of Sawtooth Emergency Vehicles, Inc. and the written consent of the Purchaser.


_____ Date: _____
Authorized signature and title
Sawtooth Emergency Vehicles, Inc.


_____ Date: 4-24-18
Authorized signature and title
Purchaser