

RESOLUTION NO. 2023 - 43

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO
A PURCHASE AGREEMENT FOR ONE (1) FIRE PARAMEDIC VEHICLE FROM
PENN CARE, INC. AT A STATE PURCHASE PRICE NOT TO EXCEED \$250,000.00,
AND DECLARING AN EMERGENCY**

WHEREAS, the City has been awarded a 2023 Community Development Block Grant (CDBG), and grant funds have been allocated in the amount of \$150,000.00 for the purchase of one (1) Fire Paramedic Vehicle; and

WHEREAS, in order to equip the Fire Department and expend the CDBG grant funds, the Fire Chief has solicited quotes for the assembly and purchase of a Fire Paramedic Vehicle from manufacturers authorized by the Ohio Department of Administrative Services aka the State Purchasing Program; and,

WHEREAS, Penn Care, Inc. proposes to assemble and deliver one (1) Fire Paramedic Vehicle to the City of Parma Heights for a sum not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), as indicated by the Purchase Agreement, as described in Exhibit "A", attached hereto and incorporated by reference; and,

WHEREAS, Council may authorize the Purchase Agreement pursuant to the State Purchasing Program without competitive bidding process based upon the authority granted to it in Article V Section 6 of the Charter, and Sections 145.08 and 145.09 of the Codified Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: That the Administration is hereby authorized and directed to purchase from Penn Care, Inc. one (1) Fire Paramedic Vehicle and related safety equipment for the sum not to exceed \$250,000.00, as described in Exhibit "A", attached hereto and incorporated by reference.

Section 2: Council does hereby authorize the Purchase Agreement, attached as Exhibit "A", pursuant to the State Purchasing Program without competitive bidding process pursuant to Article V Section 6 of the Charter, and Sections 145.08 and 145.09 of the Codified Ordinances.

Section 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meeting open to the public, in compliance with the law.

Section 4: This Resolution is declared to be an emergency measure necessary for the public peace, health and safety of the Municipality, and for the further reason it is necessary to place an immediate order to secure the vehicle and have the equipment installed for delivery for the efficient operation of the Fire Department; wherefore, this Resolution shall be in full force and

effect immediately upon its passage by Council and approval by the Mayor.

PASSED: Aug. 21, 2023

Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: Barbara Allen
CLERK OF COUNCIL

Aug. 21, 2023
APPROVED

FILED WITH
THE MAYOR: Aug. 21, '23

Marie Gallo
MAYOR MARIE GALLO



EXHIBIT A

Emergency Vehicle Purchase Agreement August 8, 23

Purchaser:
Parma Hts Fire Dept
6184 Pearl Rd
Parma Hts, OH 44130

Seller:
Penn Care, Inc.
1317 North Rd.
Niles OH 44446

Penn Care, Inc. sells to Purchaser new Demers MXP170 on the Ford F550 4x4 chassis, as designed per the attached specifications, and when applicable, technical drawings, graphic design, and other required documents. Additions, deletions and/or changes must be approved by all parties in writing and may cause delays in deliveries and additional charges to the purchaser.

PRICING

Chassis:	\$57,476.01
Base & Options:	\$165,837.21
Stryker Powerload:	NOT INC.
Stryker Power Cot:	NOT INC.
Graphics & Lettering:	\$5,000.00
Additional Equipment:	\$15,199.78
2nd Ambulance Discount:	-\$4,000.00
Total Per Due at Delivery:	\$239,513.00

Additional Notes:

- **All pricing except chassis pricing is locked in. If chassis price increases, we will show you the invoice.**
- **\$0.00 down payment. Total payment is due upon delivery**
- **\$0.00 cancellation fee from now until January 1st 2024**
- **\$2,500.00 cancellation fee from January 1st 2024 until delivery of truck**

CHASSIS AVAILABILITY, PRICING, AND MANUFACTURES INCENTIVE:

Chassis year, price and manufactures incentives are priced as budgetary estimations ONLY and will not be finalized until the chassis arrives at the ambulance manufacturing facilities.

DELIVERY TIMES

Quoted lead times and delivery expectations quoted by Penn Care, Inc. are approximate and not guaranteed. Quoted lead times will be extended for Change Orders, delays from the chassis OEM and Force Majeure.

TRADE DESCRIPTION:



TRADE-IN TERMS AND APPRAISAL

Where Purchaser wishes to trade-in a used motor vehicle as part of the consideration for the motor vehicle ordered, Seller may appraise the trade-in at the time of the execution of this order by Purchaser. Seller also reserves the right to reappraise the trade-in at the time of delivery. The seller shall not alter a Trade-In appraisal from the time of the initial appraisal until the time of delivery unless:

- 1) Intervening factors indicate an apparent decrease in the value of the value of the trade-in over and above ordinary wear and tear
- 2) A change occurs in the mechanical performance of the vehicle
- 3) Emergency, medical, and/or other equipment/components have been removed that were not previously discussed and agreed to in writing
- 4) The Seller has made any misrepresentation of the vehicle and/or components to Penn Care, Inc.

WARRANTY

No representation has been made by Penn Care, Inc., except as herein stated and no warranties, expressed or implied, may arise except from this writing. All warranties are issued by the chassis manufacturer, the ambulance builder, and/or component parts suppliers and Penn Care, Inc. shall have no liability with respect to warranties issued by the chassis manufacturer, the ambulance builder, and component parts suppliers. Used vehicles are "as is" and have no warranty.

INVOICING AND PAYMENT

Unless otherwise agreed to in writing, Penn Care, Inc. will invoice the Purchaser 30 days prior to the scheduled delivery date. Upon completion of production and quality inspection by the Purchaser the vehicle is declared ready for delivery and payment will be due upon acceptance and/or delivery.

PAYMENT OF SALES AND USE TAXES

The price for the motor vehicle specified in this agreement does not include Sales Taxes and Use Taxes (Federal, State, or Local) unless expressly stated. Purchaser assumes and agrees to pay, unless prohibited by law, and such Sales, Use, or Occupational Taxes imposed on or applicable to the transaction covered by this agreement, regardless of which party may have primary tax liability.

ACCEPTANCE

When requesting a final inspection the Purchaser shall inspect the vehicle(s) within 10-days of notification of completion of production. Vehicles not inspected by buyer will be deemed complete and ready for delivery, and payment will be due upon delivery. Items and issues discovered after the 10-day window shall not hold up payment from buyer to Penn Care Inc., these issues will be handled as warranty claims following the normal procedures.

PAYMENT AND TITLE

All payments shall be made in U.S. dollars either by certified check or wire transfers, credit card payments are not acceptable without prior written authorization (fees will apply). Payment terms are COD, unless otherwise agreed to in writing by Penn Care, Inc. Interest terms begin 16-days from date of delivery and are charged at a rate of prime plus 6%. MSO and title are released to Purchaser upon payment in full, including any related interest, shipping expenses, and other related costs and expenses to Penn Care Inc. or to the appointed floor plan financing company.

As collateral security for the payment of the purchase price of the Vehicles, Buyer hereby grants to Penn Care Inc., a lien on and security interest in and to all of the right, title, and interest of Purchaser in, to, and under the Vehicles, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds, including insurance proceeds, of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Ohio Uniform Commercial Code.

CANCELLATION

Penn Care, Inc., may, in its sole discretion, and without liability or penalty, cancel this order if Penn Care, Inc. determines that Purchaser (i) fails to pay any amount due under these Terms and Conditions, (ii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part, or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Penn Care's election to cancel Purchaser's order under such circumstances is in addition to, and not in lieu of, any other rights or remedies that Penn Care, Inc. may have at either law or equity or under the Terms and Conditions of this Agreement.

Penn Care's manufactures commence engineering, no cancellation of this order is permitted, and the full purchase price is due and payable to Penn Care, Inc. Notwithstanding other provisions of this Agreement, and in addition thereto, Penn Care, Inc. shall be entitled to its reasonable and anticipated lost profit from such cancellation.

FORCE MAJEURE



Penn Care, Inc. shall not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached these Terms and Conditions, for any failure or delay in fulfilling or performing any of these Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Penn Care, Inc., and/or the manufactures which Penn Care, Inc. represents including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown, or power outage.

DEFAULT/ATTORNEY'S FEES

Purchaser is in default of the Terms and Conditions if any of the following occurs (except as prohibited by law): (i) Purchaser fails to perform any obligation that Purchaser has undertaken in these Terms and Conditions; or (ii) Penn Care, Inc., in good faith, believes that Purchaser cannot, or will not, pay or perform the obligations it has agreed to in the Terms and Conditions.

If Purchaser defaults, or in the event Penn Care, Inc. brings an action or proceeding to enforce the terms hereof or declare rights hereunder, Purchaser agrees to pay Penn Care, Inc. costs for collecting amounts owing, including, without limitation, court costs, attorney's fees (for attorneys who are not our salaried employees), and fees for repossession, repair, storage, and sale of Vehicles, all without relief from valuation and appraisal laws.

GOVERNING LAW

All of terms and provisions of the agreement and the rights and obligations of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Ohio.

REMEDIES

If Purchaser is in default of these Terms and Conditions, Penn Care, Inc. shall have all the remedies provided by law in these Terms and Conditions: (i) Penn Care, Inc. may require Purchaser to immediately pay Penn Care, Inc., subject to any refund required by law, the remaining unpaid balance due; (ii) Penn Care, Inc. may require Purchaser to make the Vehicle available to Penn Care, Inc. at a designated place that is reasonably convenient to each party; (iii) Penn Care, Inc. may immediately take possession of the Vehicle by legal process or self-help, but in doing so Penn Care, Inc. may not breach the peace or unlawfully enter onto Purchaser's premises; (iv) Penn Care, Inc. may then sell the Vehicle and apply what it receives as provided by law to Penn Care, Inc. reasonable expenses and then toward Purchaser's obligations; and (v) Except when prohibited by law, Penn Care, Inc. may sue Purchaser for additional amounts if the proceeds of a sale do not pay all of the amounts Purchaser owes to Penn Care, Inc. By choosing any one or more of these remedies, Penn Care, Inc. does not waive its right to use another remedy. By deciding not to use any remedy, Penn Care, Inc. does not give up its right to consider the event a default if it happens again.

PURCHASER

Signature: _____

Name/Title: _____

Date: _____