

**FAIRFIELD TOWNSHIP  
RESOLUTION NO. 23-81**

**RESOLUTION AUTHORIZING PURCHASE PER STATE CONTRACT, A NEW 2024 AMBULANCE  
FROM HORTON FOR THE FIRE DEPARTMENT IN THE TOTAL AMOUNT OF \$368,721.24.**

**WHEREAS:** The Fire Chief has recommended the purchase of a new ambulance for the health, safety, and welfare of the residents of Fairfield Township;

**AND WHEREAS:** The Board has determined that the current budget can sustain this purchase out of the EMS Fund, 2281;

**NOW, THEREFORE, BE IT RESOLVED,** by the Trustees of Fairfield Township, Butler County, Ohio, as follows:

**SECTION 1:** The Board of Trustees hereby approves the purchase of an Ambulance from Horton for the Fire Department in the total amount of \$368,721.24, per State Contract to be paid out of EMS Fund 2281, and included herein as Attachment "A".

**SECTION 2:** The Board hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this Resolution upon its first reading.

**SECTION 3:** This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

**SECTION 4:** That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

**SECTION 5:** This Resolution shall take effect at the earliest period allowed by law.

**Adopted: June 1, 2023**

**Board of Trustees**

**Vote of Trustees**

Michael Berding: \_\_\_\_\_

\_\_\_\_\_

Shannon Hartkemeyer: \_\_\_\_\_

\_\_\_\_\_

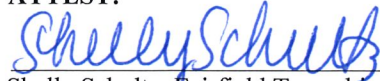
Joe McAbee: \_\_\_\_\_

\_\_\_\_\_

**AUTHENTICATION**

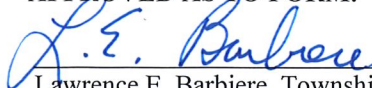
This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 1<sup>st</sup> day of June, 2023.

**ATTEST:**



Shelly Schultz, Fairfield Township Fiscal Officer

**APPROVED AS TO FORM:**



Lawrence E. Barbieri, Township Assistant Law Director

*Table*

# SALES AGREEMENT PROPOSAL

**WARRANTY:**

Contract includes all published warranties in force at the date this proposal is accepted.

**TERMS AND CONDITIONS:**

A. LABOR AND MATERIALS: Horton Ambulance shall furnish the Ambulance listed as specified, with the price and delivery quoted herein, are based on materials which were in our inventory and in the inventory of our suppliers at the time of this proposal and are subject to prior sale. Delivery quotes are contingent on timely confirmation from Customer. Any variations to material listed will result in a cost change.

Change Order Fees may apply

B. ARBITRATION: If any controversy or dispute arises under, out of, or in relation to any of the provisions hereof which cannot be settled by the parties within 15 days after the same shall arise, such controversy or dispute shall be submitted for arbitration in the State of Ohio in accordance with the rules of the American Arbitration Association. Such arbitrator(s) in accordance with such rules shall determine any dispute or controversy submitted to arbitration in accordance with the provisions of the section.

The arbitrator(s) may award any relief which he or she shall deem proper in the circumstances, without regard to the relief which would otherwise be available to any party hereto in a court of law or equity including, without limitation, an award of money damages, specific performance, injunctive relief and/or declaratory relief. The award and findings of the arbitrators shall be conclusive and binding upon all the parties hereto, whether or not all parties hereto participate in the arbitration proceeding, and judgment upon the award may be entered in any court of competent jurisdiction upon the application of any party.

Any party may initiate an arbitration proceeding hereunder, all costs of which (including filing fees, fees payable to arbitrators, court reporters' fees, transcript costs and counsel fees) shall be recovered by the prevailing party. No party hereto shall commence any arbitration proceeding hereunder other than in good faith, or take any action other than in good faith which requires another party hereto to commence such arbitration hearing and, in the event any party is determined in arbitration to have so acted other than in good faith, he or it shall bear all costs of the such proceeding.

C. REPRESENTATION OF SOLVENCY: Buyer represents that buyer is solvent and has assets sufficient to meet all of its financial obligations, and that it is current on all of its financial obligations. Buyer further represents that it can and will meet all its financial obligations to seller on time. Buyer understands seller relies on this promise and that any breach is material and substantial and to the essence of the contract.

D. FORCE MAJEURE: Seller shall not be responsible for delay, nondelivery, failure to complete installation or construction, or default in shipment or other performance, in whole or in part if occasioned by strike, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States government or any other government, or nondelivery or delays through fire, floods, droughts, accidents, insurrections, lockouts, breakdown of machinery, commandeering of vessels carrying goods, or for loss or damage in transit, or detention of or delay in vessels resulting directly or indirectly from acts of God, perils of the sea, stoppage of labor, shortage of carriers, or refusal of any necessary license of government restrictions considered as "force majeure," or any other unavoidable cause other than seller's own negligence. In no case shall seller be responsible after delivery of goods in good order or conditioning to the carrier or carriers at the point of shipment.

E. CUSTOM ORDERS: Buyer understands that a custom-ordered vehicle is specific to Buyers needs. Any deposit received for a custom order is non-refundable once Engineering has begun, material has been purchased or the vehicle begins production.

**PRICE IS GOOD FOR 45 DAYS FROM DATED AGREEMENT**

Thank you for your interest in having Horton Ambulance provide you with our quotation for this purchase. If you have any questions or comments regarding this sales agreement please contact us.

Sincerely,

Horton Ambulance

**ACCEPTANCE OF PROPOSAL:**

I have read, understand and agree to the terms, conditions and specifications described herein and authorize Horton Emergency Vehicles to go forward with this order.

By: \_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date