

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 2, 2025 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE MFO PURCHASE – 1 MEDIC UNIT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ROBB GOTTSCH FIRE CHIEF

SYNOPSIS

A resolution has been prepared to authorize the MFO to purchase one (1) Medic Unit to replace unit (M1) in the amount of \$459,843.

FISCAL IMPACT

The MFO's FY26 budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

In accordance with the MFO's Apparatus Replacement Plan, Medic Unit (M1) is scheduled for replacement in FY26. The MFO will be paying for the purchase of the ambulance. The City's portion is included in our monthly fee to the MFO.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PAPILLION FIRE PROTECTION MUTUAL FINANCE ORGANIZATION'S PURCHASE OF ONE (1) OSAGE AMBULANCE J3638 IN THE AMOUNT OF \$459,843.

WHEREAS, the City of La Vista, the City of Papillion, and the Papillion Rural Fire Protection District, all of Sarpy County Nebraska (collectively, the "Participants"), entered into an Interlocal Cooperation Agreement effective on October 1, 2013, to set forth the rights and responsibilities of the Participants in creating a single fire department and emergency medical service ("EMS") for the entire geographic area encompassed within their respective boundaries as said boundaries might be adjusted from time to time, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-804 et seq. (the "Fire Interlocal Agreement); and

WHEREAS, as part of such Fire Interlocal Agreement, the Participants created a mutual finance organization, known as the Papillion Fire Protection Mutual Finance Organization ("MFO"), as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. § 35-1201 et. Seq., naming the Papillion Finance Director as the MFO Fiscal Agent ("Fiscal Agent") to coordinate all financial matters contemplated by the Fire Interlocal Agreement; and

WHEREAS, any budgeted or nonbudgeted expenditure, or series of related expenditures, by purchase, lease or any other method totaling \$50,000 or more of which the related costs or expenses are to be allocable among and shared by the Participants shall be subject to prior approval of the governing body of each Party of the Fire Interlocal Agreement; and

WHEREAS, the MFO has determined that the purchase of one (1) Osage ambulance J3638 is necessary; and

WHEREAS, the MFO'S FY26 budget provides funding for the proposed purchase;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the Papillion Fire Protection Mutual Finance Organization's purchase of one (1) Osage ambulance J3638 in the amount of \$459,843.

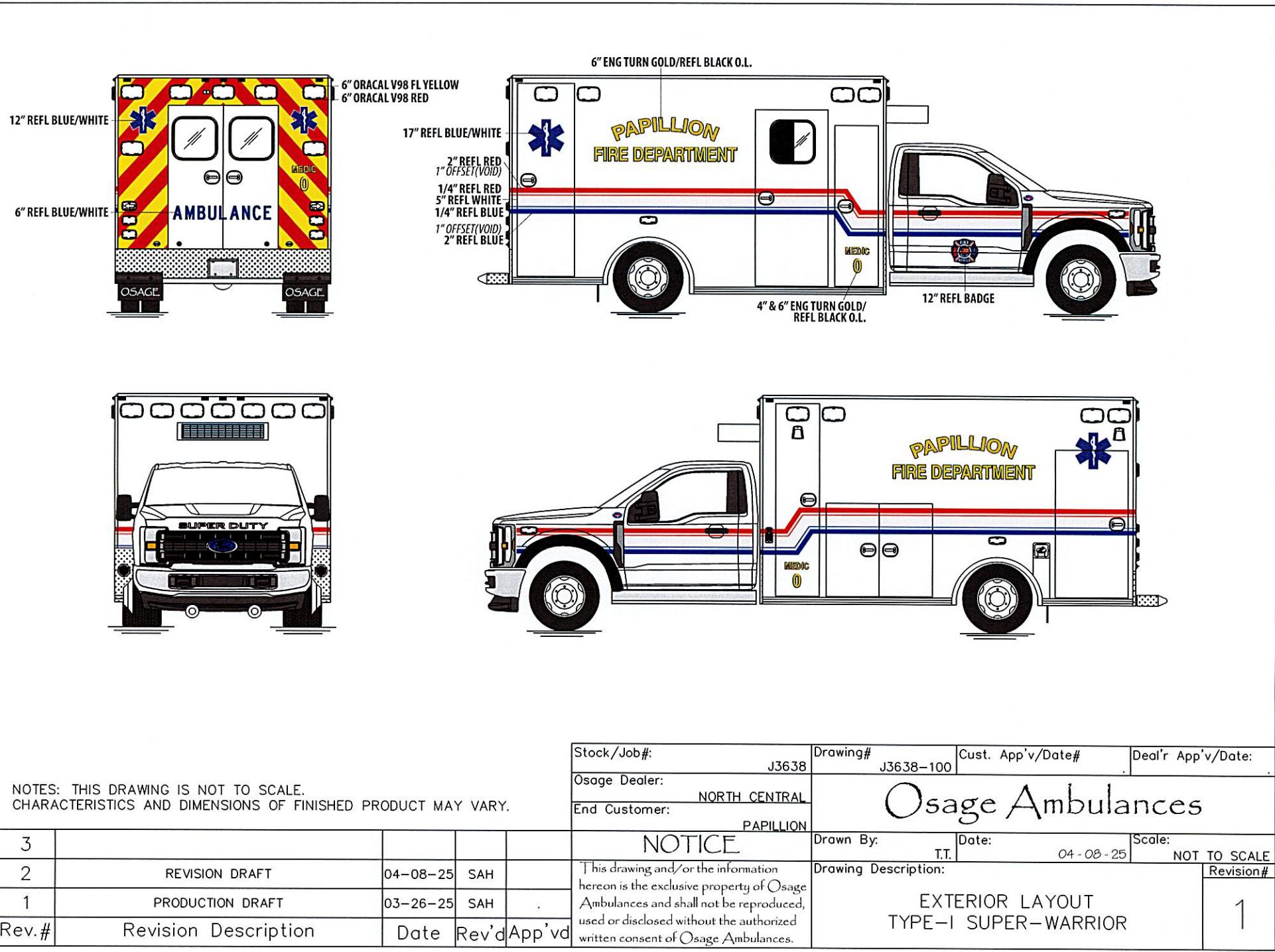
PASSED AND APPROVED THIS 2ND DAY OF SEPTEMBER 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk





A d/b/a of Jerry's Transmission Service Inc.
3800 W. Cavalry Court, Lincoln, NE 68528
(402) 512-9925
www.ncambulance.com

Purchase Agreement

Sign in ink in the space provided below. Unsigned contracts will be considered incomplete and will not be valid.

IT IS AGREED BY THE UNDERSIGNED BIDDER AND PURCHASER THAT THE SIGNING AND DELIVERY OF THIS CONTRACT REPRESENTS THE BIDDER'S AND PURCHASER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE BID PROPOSAL AS SUBMITTED TO THE PURCHASER.

Any change requested by Purchaser to the Order Specification (a "**Change Request**") must be approved by Company within the Quote/Order System. Approval of a Change Request is subject to the nature of the change, timing and availability of materials/labor, the disruption such change may have on Company's operations, and an equitable change to the Purchase Price. Company may, from time to time, make changes to the Order Specification without the consent of Purchaser provided that such changes do not materially affect the form or function of the Product.

Material furnished by the Purchaser for installation in the Product by Company (herein the "**Customer Supplied Parts**") must (i) be of new product (ii) be delivered to Company with complete installation instructions (iii) be delivered to Company by the date specified by Company and (iv) be individually identified/marked and accompanied by the Customer Supplied Parts equipment checklist when shipped to Company. Customer Supplied Parts not received timely will be deleted from the order. Company shall not be held responsible Customer Supplied Parts material quality, nor operational performance in any way and Purchaser hereby agrees to indemnify and hold harmless Company and its successors and assignees from all liabilities, obligations, costs, losses, demands, actions, proceedings, claims, damages, and penalties (including, without limitation, all attorney fees) incurred or suffered by Company and arising out of or relating to any Customer Supplied Parts furnished by the Purchaser.

The price for the Product ("**Purchase Price**") shall be as reflected in and agreed to by the parties in the Purchase Agreement. Unless otherwise specified in the Purchase Agreement:

- (a) the portion of the Purchase Price attributable to the selected OEM chassis may differ from any estimate/quote provided to Purchaser by Company prior to Company's final receipt of the OEM's invoice. Purchaser is responsible for any increase in the OEM chassis price including any change in OEM discounts or incentives.

If transportation charges are included in the Purchase Price, any changes in transportation charges shall be born by

Purchaser. Unless otherwise stated herein, Company shall not be responsible for switching, handling, loading, sorting, storage, demurrage, or any other transportation or peripheral charges. All prices are quoted, and all amounts are payable in U.S. Dollars. If any tax, public charge, tariff duty, or increase in such taxes or tariffs is now, or shall be, assessed, levied, or imposed upon, or with respect to the sale of Product by Company to Purchaser or upon any sale, delivery, or other action taken under any validly accepted order for Product, or upon the export or import of such Product, or if any change shall be made in the custom house or railway classification of such Product or in existing freight rates applicable thereto, the burden of such charge or change shall be borne by the Purchaser.

Quoted lead times and delivery expectations by Company are approximate and are based upon market and production conditions at the time of Purchaser's order for Product from Company. Purchaser agrees that Company shall not be liable for any delay in or failure to have the Product available for shipment in accordance with quoted lead times if such delay or failure is due to Force Majeure, delays from the chassis OEM, changes to Order Specifications, or any other circumstances or cause beyond Company's control. Quoted lead times and delivery expectations are not guaranteed unless specified in writing and executed by Company ("**Liquidated Damages Agreement**") attached hereto and incorporated by reference in the Purchase Agreement. Quoted lead times will be extended for approved change orders, delays from the chassis OEM and Force Majeure.

FORCE MAJEURE "Company shall not be liable or responsible to Purchaser, or be deemed to have defaulted or breached these Standard Terms and Conditions, for any failure or delay in fulfilling or performing any of these Standard 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 Company 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/pandemic, telecommunication breakdown, power outage, 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 chassis from an original equipment manufacturer or other supplies of adequate or suitable components or materials at reasonable prices."

Unless otherwise agreed to in writing, upon completion of production and quality inspection by Company and the Product is declared ready for delivery, an invoice will be promptly generated by Company and forwarded to the Purchaser with a copy provided to Company's third-party credit partner.



A d/b/a of Jerry's Transmission Service Inc.
3800 W. Cavalry Court, Lincoln, NE 68528
(402) 512-9925
www.ncambulance.com

Name of Bidder: North Central Ambulance Sales and Service
Address: 3800 W. Cavalry Court
Lincoln, NE 68528
Phone Number: (402) 650-4616

Signature: A handwritten signature in black ink, appearing to read "Grant Anderson".

Name: Grant Anderson
Title: Account Manager
Date: April 29, 2025

Contract for: One (1) Osage Ambulance, Super Warrior, J3638 per proposed specifications. Agreement includes added dealer-supplied options from Stryker.

Bid Price: \$459,843.00

Purchasing organization: Papillion Fire Department
Address: 10727 Chandler Road
Papillion, NE 68128

Signature: _____

Title:

Date this contract is signed: _____
(Must be signed by an officer of the purchaser.)