



Cass County EMS Board



Mike Deitrich
President

The October 13, 2021 meeting was called to order by President Mike Deitrich at 6:30 PM.

Brent Ahrens
Vice President

Board members present Mike Deitrich, Brent Ahrens, Rick Bair, Dave Morris, Ryan Browning, Ed Schroeder. Not present Brian Reed & Attorney Stanton.

Rick Bair
Secretary

The minutes from the October 6, 2021 meeting were reviewed and a motion was made by Ryan Browning and second by Ed Schroeder to accept. Motion passed 6-0.

Board Members

Ed Schroeder
Dave Morris
Ryan Browning
Brian Reed

In old business we discussed the previous recommendation on the purchase of 2 used ambulances a 2017 Chevrolet G4500 Type III ambulance and a 2019 Ford E450 Type III ambulance. The board had some concerns with these ambulances due to the title being a branded title and the resale value along with the asking price. The board felt as though we may have a better option that will be discussed in new business.

In new business Rick Bair introduced Tony Crumb a sales rep with Penn Care. Tony presented the board with a quote for 2 2022 Crestline CCL 150 Ford E350 chassis Type III ambulances. The quote was presented as follows:

Two Crestline CCL 150 150" L x 68" H 2022 Ford E-350
Price \$ 245,632.00
Less Multi Unit Discount - 4,000.00
Less Ford FIN Discount - 9,600.00
Final Purchase Price \$232,032.00
(SEE Attached Quote)

Board Attorney

Jeffrey Stanton

Mr. Crum also had a guarantee in writing to the board that if these two ambulances were not available at the December 14, 2021 start up that Penn Care would provide us with 2 loaner units free of charge to use until delivery. A motion was made by Ryan Browning and second by Rick Bair to recommend the purchase to the commissioners for this proposal. The motion passed 6 in favor and 0 opposed.

The board then discussed the quote for radios. We have yet to get a quote from ERS. The board is looking at 4 mobile units, 4 800mhz radios, and 8 portable VHF radios. Ed Schroeder was going to make contact with his sales rep for ERS and get a quote.

President Deitrich spoke about the interviews that we held earlier in the day. Mike Deitrich, Brent Ahrens & Rick Bair conducted 3 interviews for EMS Director. All three interviews went really well however one candidate really stood out for what he can bring to the directors position. The interview board unanimously agreed to recommend the hiring of Mikel Fort as Cass County EMS director. The motion was made by Rick Bair and second by Brent Ahrens. The motion passed all in favor and 0 opposed.

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The board then discussed a couple different options on the shifts. Rick Bair spoke about the difference in the Kelley scheduling the 24 on 48 off schedule. He presented the Mike Fort with some information on the two different schedules. The board agreed that the Director and personnel should have some input and that the board would go with the recommendation of the Director. Mike was going to review the schedules and would have a recommendation at the next meeting on October 20th.

Rick Bair made a motion for the Cass County EMS Board to adopt the same Public comment policy utilized by Cass County Commissioners. This was second by Ed Schroeder. The motion passed all in favor and 0 opposed.

No public comments were made

Miscellaneous Business

Commissioner Browning thanked the board for the work they have done so far. Ed Schroder spoke about how he feels this is a going to be a big benefit tot the community and will provide the best care. Dave Morris said that he has had a lot of interest from the community. Brent Ahrens tanket the commissioners for taking a vital interest in this and that it is really encouraging that the commissioners realize that it is important for a quality EMS system in the County and recognize their role in it. Rick Bair thanked all the applicants for the Directors position and spoke highly of each of them and appreciates them being available for the interview with a short notice.

Motion to adjourn Ed Schroeder and Ryan Browning. All in favor no opposed.



**Emergency Vehicle Purchase Agreement
October 12, 21**

Purchaser:

Seller:

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

Penn Care, Inc. sells to Purchaser a (Crestline CCL 150 on a 2022 Ford E-350), 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

Two (2) Crestline CCL 150 150" L x 68" H on a 2022 Ford E-350	
Price.....	\$ 245,632.00
Less Multi Unit discount if you purchase two or more units.....	- \$ 4,000.00
Less Ford FIN discount (if a valid number is supplied).....	- \$ 9,600.00
Final Purchase Price.....	\$ 232,032.00

Per the attached work order.

Delivery Time: approximately late Dec 2021. Based on the current Ford production schedule the ambulances should be completed the week of Dec 22 at the production facility. We would arrange shipping to get them delivered as soon as possible. If the units are not completed in time Penn Care will provide you two (2) loaner units to use until the completed ambulances are delivered.

Terms: cash on delivery and acceptance

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.

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.

<u>PURCHASER</u>	
Signature:	_____
Name/Title:	_____
Date:	_____