

# RESOLUTION NO. 04 11 2024H

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH BROADWAY FORD, PROVIDING FOR FIVE F-350 PICKUP TRUCKS AND FOUR F-550 CAB AND CHASSIS, IN AN AMOUNT OF \$488,400.00.**

**WHEREAS**, the City of O'Fallon approved the 2024 budget that included these trucks as replacement; and

**WHEREAS**, City Staff recommends approval of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:**

**SECTION 1:** The City Council approves on behalf of the City an agreement with Broadway Ford for five F-350 pickup trucks and four F-550 cab and chassis at a cost of \$488,400, in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

**PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 11<sup>TH</sup> DAY OF APRIL 2024.**

Attest:

  
Bess Bacher, City Clerk



  
Presiding Officer

**APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 11<sup>TH</sup> DAY OF APRIL 2024.**

Attest:

  
Bess Bacher, City Clerk



  
Bill Hennessy, Mayor

Approved as to Form:  
  
Kevin M. O'Keefe, City Attorney




# AGREEMENT

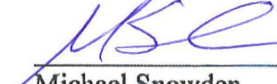
THIS AGREEMENT is made and entered into by and between the City of O'Fallon, Missouri (CITY) and Broadway Ford. (VENDOR). The parties agree as follows:

1. VENDOR agrees to provide the CITY with goods in accordance with quote with Vehicle Proposal dated 03/25/2024. Said document(s) shall be incorporated into this agreement by reference.
2. The CITY, in accordance with the above referenced document, will pay VENDOR the total quoted price of **\$488,400** upon receipt of the following:
  - Four (4) Ford F-550 Cab and Chassis 84 CA in accordance with Client Proposal for \$58,700 each.
  - One (1) Ford F-350 SRW Pickup in accordance with Client Proposal for \$50,000.
  - Four (4) F-350 DRW Pickups in accordance with Client Proposal for \$50,900 each.
3. VENDOR shall provide and bill for only those services associated with this purchase. **No additional charges will be allowed without prior approval.** All changes shall be identified and quantified on each invoice.
4. VENDOR is an independent contractor and nothing contained herein shall constitute or designate VENDOR or any of its agents or employees as agents or employees of the CITY.
5. VENDOR agrees, during the performance of this agreement that it will not discriminate against any employee of applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion or political opinion or affiliation.
6. VENDOR shall maintain during the life of this agreement and furnish to the CITY the appropriate Professional Liability, Commercial General Liability, and workers Compensation insurance certificates in amounts sufficient for standard practice for projects of this nature.
7. VENDOR agrees to indemnify the CITY, its' officials, and employees from any loss, damage, costs, charges or expenses to person or property by reason of any action or omission on the part of any person or company involved in this agreement.
8. This Agreement serves as a vehicle hold to the specific vehicle listed and a Notice to Proceed.

VENDOR: Broadway Ford

 4/2/24  
 Signature Date

CITY OF O'FALLON, MISSOURI

 4-11-24  
 Michael Snowden Date  
 City Administrator



ATTEST:

 04/12/2024  
 Bess Bacher Date  
 City Clerk