

**AGREEMENT FOR SALE OF AMBULANCE VEHICLE
WITH CONDITIONS FOR TRANSFER**

I. Parties

The Parties are the Taney County Ambulance District,
hereinafter referred to as the District, and the _____
Rescue Service, hereinafter referred to as the "Rescue Service".

II. Recitals

Whereas, the "District" is engaged in emergency medical responses that often include vehicular and other accidents that require first response assistance, and

Whereas, the "Rescue Service" is involved in many instances that require a first response and rescue/ extrication capability, and

Whereas, the "District" possesses not only its express powers but also (see 190.060-1RSMo) *all* other powers necessary incidental, necessary, convenient or desirable to carry out the express powers, and

Whereas, the "District" wishes to assist the "Rescue Service" in implementing its excellent first response and extrication assistance and services, as a logical part of the "District's" mission to alleviate pain and suffering and to reduce mortality and morbidity, and

Whereas, the "District" possesses an ambulance vehicle herein after referred to as the "vehicle" which was manufactured in the year of 2003, which has mileage on this date of execution of this Agreement of approximately _____ miles, and which has a VIN # of 1FDWF37P3E343165, and

Whereas, this "vehicle" is of little continuing use to the "District" for its ambulance operations, but could of great benefit to the "Rescue Service" in its first response and extrication activities, and

Whereas, the District cannot legally merely grant or give away an asset (see Baker A.G. Opinion #88 Aug 24, 1978), and

WHEREFORE, the Parties have agreed to the following:

III. Promises and Consideration

On or about _____ the "Rescue Service" shall issue a check in the amount of \$ _____ payable by the "Rescue Service" to the "District" and after the date last executed by any Party below, the "District" shall transfer to the "District" title and possession of the "vehicle".

Upon the "District's" transfer of title and possession of the "vehicle" to the "Rescue Service", the "Rescue Service" agrees to accept the "vehicle as is", and the "District" makes no express or implied warranty as to the "vehicle's" condition nor does the "District" hereby make any implied warranty either under tort, contract, or Uniform Commercial Code principles as to the fitness of the vehicle for the "Rescue Service's" intended use. For any actual or consequential damages that might arise from the "Rescue Service's" use of this "vehicle", the "Rescue Service" and/or its insurance carrier agree to hold the "District" completely harmless.

Both Parties affirm that the consideration paid for the "vehicle" (\$ _____ dollars) is a true and accurate valuation of the vehicle's fair market value, and therefore this remuneration from the "Rescue Service" paid to the "District" complies fully with the due diligence business standard enunciated in Attorney General Opinion Letter #88 to Baker August 24, 1978.

In order to avoid any unnecessary tragic consequences that could result from possible forbearance or delay in calling for an ambulance when needed, the "Rescue Service" shall, as a condition of transfer of title be responsible for removing any and all markings on the "vehicle" that might indicate that the "vehicle" is an ambulance or was ever a "District" vehicle.

IV. Execution

FOR THE AMBULANCE DISTRICT:

DTCT
Authorized Signature

1-29-13
Date

[Signature]
Witness

FOR THE RESCUE SERVICE:

Authorized Signature

Date

Witness

**IV. SELLER MAKES NO WARRANTY
AND SHALL BE HELD HARMLESS
SELLER NOT TO SUPPLY SUPPLIES**

The Buyer hereby acknowledges that the Seller is not a manufacturer of nor a dealer in the Schedule A Equipment and therefore the Seller has made no representation, no warranty, no covenant, express or implied with respect to the condition, safety, quality, durability, suitability or merchantability of the Schedule A Equipment. The Buyer shall be solely responsible for complying with all aspects of any applicable licensing statutes or regulations. The Buyer shall be solely responsible for the costs of maintaining the Schedule A Equipment and for keeping the Schedule A equipment in good repair, condition, and working order, and the Buyer shall be solely responsible for providing any other related supplies necessary for maintaining operational integrity of the Schedule A Equipment. If any third party claims, whether state or federal, whether administrative, civil, or criminal, should ensue from the operation of the Schedule A Equipment, the Buyer hereby agrees to hold the Seller completely harmless including the Seller's attorneys' fees and to indemnify the Seller therefore through the Buyer's liability insurance or other resources if necessary.

V. EXECUTION

FOR THE SELLER:

D-705
Authorized Signature

1-29-13
Date

Jeff D. H. L.
Witness

FOR THE BUYER:

Authorized Signature

Date

**IV. SELLER MAKES NO WARRANTY
AND SHALL BE HELD HARMLESS
SELLER NOT TO SUPPLY SUPPLIES**

The Buyer hereby acknowledges that the Seller is not a manufacturer of nor a dealer in the Schedule A Equipment and therefore the Seller has made no representation, no warranty, no covenant, express or implied with respect to the condition, safety, quality, durability, suitability or merchantability of the Schedule A Equipment. The Buyer shall be solely responsible for complying with all aspects of any applicable licensing statutes or regulations. The Buyer shall be solely responsible for the costs of maintaining the Schedule A Equipment and for keeping the Schedule A equipment in good repair, condition, and working order, and the Buyer shall be solely responsible for providing any other related supplies necessary for maintaining operational integrity of the Schedule A Equipment. If any third party claims, whether state or federal, whether administrative, civil, or criminal, should ensue from the operation of the Schedule A Equipment, the Buyer hereby agrees to hold the Seller completely harmless including the Seller's attorneys' fees and to indemnify the Seller therefore through the Buyer's liability insurance or other resources if necessary.

V. EXECUTION

FOR THE SELLER:

D-CT
Authorized Signature

1-29-13
Date

Jeffrey D. H. L.
Witness

FOR THE BUYER:

Authorized Signature

Date

EQUIPMENT SALE BY AN AMBULANCE SERVICE TO ANOTHER AMBULANCE SERVICE OR FIRST RESPONDER ORGANIZATION

I. PARTIES

The Seller is the _____ Ambulance Service located in _____, Missouri, herein referred to as the Seller, and the Buyer is _____ and is referred to hereinafter as the "Buyer".

II. RECITALS

Whereas, Seller has certain equipment delineated on Schedule A Equipment and attached to this Agreement and hereby incorporated into this Agreement as if fully set herein and which further has proven to be extremely effective in handling certain emergency events and conditions, and

Whereas, training in the proper use of the Schedule A Equipment is relatively simple and therefore user friendly, and

Whereas, employees of the Buyer often act as first responders and are the first at the scene of many emergencies and time is of the essence in the case of all medical and accident related emergencies, and

Whereas, the Seller has approved the purchase of replacement equipment for that equipment delineated on Schedule A Equipment and therefore the sale of the this equipment to the Buyer will not compromise in any way Seller's emergency medical capabilities, and

Whereas, the Seller has a nondelegable duty to provide the "highest quality of patient care" (see 190.060.1 (7) RSMo) to the residents of the Seller, and

Whereas, the Seller possesses all other powers incidental, necessary, convenient, or desirable to carry out its express powers, and

Whereas, both the Buyer and the Seller share a responsibility for the public health and safety, and

Whereas, cooperation between unit of local government is expressly encouraged by the Joint powers Acts (see 70.220 RSMo) and the Missouri Constitution (see Article VI s 16 Mo. Const.);

Wherefore the Parties have agreed to the following conditions:

III. VALUABLE CONSIDERATION

Receipt of the equipment and the opportunity to use the Schedule A Equipment to save lives is valuable consideration for the Buyer. The Buyer shall pay a lump sum of _____, as delineated on Schedule A after which the parties shall either consider the Schedule A Equipment. This Equipment sale The furthers the Seller's public health and safety mandates and therefore represents valuable consideration to the Seller. The procedures employed by the Seller to identify the Buyer also have met the "due business diligence" requirement for the transfer of public property.