

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND HARLOW BUS SALES  
FOR A NEW 2009 ADA RAISED FLOOR ACCESSIBLE TRANSIT VEHICLE.**

This Agreement is made and entered into between the City of Rapid City, a municipal corporation, located at 300 Sixth Street, Rapid City, South Dakota 57701, herein after referred to as the "City," and Harlow Bus Sales Inc., located at 3800 E. Century Ave., Bismarck, North Dakota 58503, herein after referred to as "Harlow."

**RECITALS**

WHEREAS, the City has competitively bid a new 2009 ADA raised floor accessible transit vehicle within the last twelve months; and

WHEREAS, the City received federal stimulus monies which have allowed it to purchase an additional transit vehicle in 2009; and

WHEREAS, the Common Council of Rapid City authorized the expenditure of these federal funds to purchase an additional transit vehicle during their regular meeting on April 6, 2009; and

WHEREAS, the City is awarding this contract without competitive bidding pursuant to the exception contained in SDCL 5-18-18, which allows a local government entity to purchase an item from the lowest responsible bidder of an item competitively bid in the last twelve months by itself, or another governmental entity, at or below the bid price.

NOW THEREFORE, the parties hereby agree as follows:

1. Harlow shall provide the City with 1 new 2009 GMC/ Glaval Titan transit vehicle. This vehicle shall conform in all material respects to the vehicle bid previously by Harlow in January of 2009. All terms of the contract, specifications and other requirements contained in the bid documents for that vehicle shall also be applicable to this vehicle. Harlow further specifically agrees to provide a general warranty of 3yrs/36,000 miles and a warranty on the chassis of 5yrs/100,000 miles. Any action or dispute related to this vehicle may rely on those documents as the basis for this Agreement.
2. In exchange for the transit vehicle described in paragraph 1, the City agrees to pay Harlow \$108,374.00. Such payment will be made within sixty days of delivery of the vehicle or approval of this Agreement, whichever occurs later.
3. This Agreement along with the bid documents and contracts for the previously bid vehicle constitute the entire agreement of the parties. No other documents or statements are incorporated herein.
4. This Agreement is governed under the laws of the State of South Dakota. Any action concerning this Agreement shall be venued in Pennington County, South Dakota in the Circuit Court for the Seventh Judicial Circuit.

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

(SEAL)

HARLOW BUS SALES INC.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of South Dakota        )  
  ss.  
County of Pennington        )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned officer, personally appeared Alan Hanks and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being duly authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of the City of Rapid City by themselves as its Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, South Dakota

My Commission Expires:  
(SEAL)

State of \_\_\_\_\_                    )  
  )ss.  
County of \_\_\_\_\_                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Harlow Bus Sales Inc. and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
(SEAL)