



## STAFF REPORT

**Report To:** Board of Supervisors                      **Meeting Date:** September 5, 2019

**Staff Contact:** Carol Akers and Fire Chief Sean Slamon

**Agenda Title:** For Possible Action: Discussion and possible action regarding the purchase of 2 new defibrillators for the Fire Department, utilizing the Lake Tahoe Regional Fire Chief's Association discount pricing, for an amount not to exceed \$57,962.70 as approved in the FY20 Capital Improvement Budget. (Carol Akers, CAkers@carson.org and Sean Slamon, SSlamon@carson.org)

Staff Summary: This item is for the purchase of two Cardiac Monitor/Defibrillators for Fire Department Ambulances.

**Agenda Action:** Formal Action / Motion                      **Time Requested:** Consent

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### **Proposed Motion**

I move to approve the purchase as requested.

### **Board's Strategic Goal**

Efficient Government

### **Previous Action**

None

### **Background/Issues & Analysis**

The Monitor/Defibrillators that are being replaced are older than 5 years. These older Monitor/Defibrillators will be used as backup for rescue and training. The current training and backup Monitor/Defibrillators won't continue to be used as they no longer have industry parts or labor support.

The Carson City Fire Chief is a member of the Lake Tahoe Regional Fire Chief's Association and is an approved party to purchase under the Association's pricing agreement which is valid through February 18, 2021.

### **Applicable Statute, Code, Policy, Rule or Regulation**

NRS 332.195

### **Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Ambulance Equipment Fund: 5012525-507775

**Is it currently budgeted? Yes**

**Explanation of Fiscal Impact:** Two new replacement X Series Manual Monitor/Defibrillators and accessories at \$28,981.35 each requested and approved through the Capital Improvement Budget for FY20. The available budget is \$58,042.

**Alternatives**

Do not approve purchase and provide direction to staff.

**Attachments:**

[Zoll Back up.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)



**TO: Carson City Fire Department**  
 777 South Stewart Street  
 Carson City, NV 89701

Attn: **Sandy Wartgow BSN,RN**  
**EMS Manager**

email: [swartgow@carson.org](mailto:swartgow@carson.org)

Tel: 775-283-7193

*Current*

**ZOLL Medical Corporation**

Worldwide HeadQuarters  
 269 Mill Rd  
 Chelmsford, Massachusetts 01824-4105  
 (978) 421-9655 Main  
 (800) 348-9011  
 (978) 421-0015 Customer Support  
 FEDERAL ID#: 04-2711626

**QUOTATION 313346 V:4**

DATE: August 16, 2019

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2221011-01	<p><b>X Series® Manual Monitor/Defibrillator \$14,995</b>            with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5" ( 16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p><b>Accessories Included:</b></p> <ul style="list-style-type: none"> <li>• MFC cable</li> <li>• MFC CPR connector</li> <li>• A/C power adapter/ battery charger</li> <li>• A/C power cord</li> <li>• One (1) roll printer paper</li> <li>• 6.6 Ah Li-ion battery</li> <li>• Carry case</li> <li>• Declaration of Conformity</li> <li>• Operator's Manual</li> <li>• Quick Reference Guide</li> </ul> <p>• One (1)-year EMS warranty</p> <p><b>Advanced Options:</b>  <b>Real CPR Help Expansion Pack \$ 995</b>            CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)</p> <ul style="list-style-type: none"> <li>• See - Thru CPR artifact filtering</li> </ul>	2	\$37,275.00	\$26,092.50	\$52,185.00 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSIITC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Kimberly Tanner  
 Account Executive  
 916-798-7644

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID UNTIL SEPTEMBER 30, 2019.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).



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Tel: 775-283-7193

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>ZOLL Noninvasive Pacing Technology: \$2,550</b>				
		<b>Masimo Pulse Oximetry</b>				
		<b>SP02 \$1,795</b>				
		• Signal Extraction Technology (SET)				
		• Rainbow SET				
		<b>NIBP Welch Allyn includes: \$3,495</b>				
		• Smartcuff 10 foot Dual Lumen hose				
		• SureBP Reusable Adult Medium Cuff				
		<b>End Tidal Carbon Dioxide monitoring (ETCO2)</b>				
		<b>Oridion Microstream Technology: \$4,995</b>				
		Order required Microstream tubing sets separately				
		<b>Interpretative 12- Lead ECG: \$8,450</b>				
		• 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0330	<b>SpO2 Rainbow Reusable Patient Cable: Connects to L.NCS Single Use and Reusable Sensors (4 ft)</b>	2	\$295.00	\$206.50	\$413.00 *
3	8000-0294	<b>SpO2 LNCS Adult Reusable Sensor (1 each)</b>	2	\$295.00	\$221.25	\$442.50 *
4	8000-0580-01	<b>Six hour rechargeable Smart battery</b>	4	\$495.00	\$346.50	\$1,386.00 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

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5	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	2	\$2,583.00	\$1,808.10	\$3,616.20	*
6	8900-0400	CPR stat•padz HVP Multi-Function CPR Electrodes - 8 pair/case	1	\$560.00	\$420.00	\$420.00	*
7	4001-9934	ZOLL M-Series Biphasic w/Pacing, 12 lead + 3 parameters or more (includes CCT) Trade-In	2		(\$250.00)	(\$500.00)	**

\*Reflects Lake Tahoe Regional FCA Discount Pricing.

\*\*Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

\*\*Trade value guaranteed only through September 30, 2019.

**TOTAL \$57,962.70**

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

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## ZOLL GENERAL TERMS & CONDITIONS

**1. ACCEPTANCE.** This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

**2. DELIVERY AND RISK OF LOSS.** Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

**3. TERMS OF PAYMENT.** Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

**4. CREDIT APPROVAL.** All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

**5. TAXES & FEES.** The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

**6. WARRANTY.** (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. **THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**7. SOFTWARE LICENSE.** (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth, (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein, (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation, (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

**8. DELAYS IN DELIVERY.** ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

**9. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

**10. PATENT INDEMNITY.** ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

**11. CLAIMS FOR SHORTAGE.** Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

**12. RETURNS AND CANCELLATION.** (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

**13. APPLICABLE LAW.** This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

**14. COMPLIANCE WITH LAWS.** (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

**15. NON-WAIVER OF DEFAULT.** In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

**16. ASSIGNMENT.** This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

**17. TITLE TO PRODUCTS.** Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

### **18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.**

**VETERAN'S EMPLOYMENT** - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

**EMPLOYMENT OF HANDICAPPED** - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

**EQUAL OPPORTUNITY EMPLOYMENT** - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth at 41 CFR 60-1.40.

**19. VALIDITY OF QUOTATION.** This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

**20. GENERAL.** Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

**AMENDMENT #1**  
*Agreement Extension*

This AMENDMENT (the "Amendment"), entered into effect as of 3/26/2019 by and between **ZOLL Medical Corporation** with its principal location at 269 Mill Road Chelmsford, MA 01824 ("Supplier") and **Lake Tahoe Regional Fire Chiefs Association "Customer"**, with its principal location at 2101 Lake Tahoe Blvd, Lake Tahoe, CA 96150 ("Customer").

The Supplier and "Customer" are parties to a purchase agreement dated **February 19, 2016**, which shall expire on **February 18, 2019**. All defined terms used but not defined in this Amendment will default to the Agreement. Where the terms of this Amendment and Agreement conflict, this Amendment shall govern.

Whereas, any terms defined in Agreement that are used but not defined in this Amendment will default to the definition contained in the Agreement.

Whereas, if the terms of this Amendment and Agreement conflict, this Amendment shall govern.

NOW THEREFORE, in consideration of the promises and mutual obligations and undertakings set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Agreement Term:** This agreement shall expire on **February 18, 2021**.  
**Contract Pricing:** The parties to this amendment, hereby mutually agree to replace Lake Tahoe Regional Fire Chiefs price book dated **Feb 19, 2016** with Lake Tahoe Regional Fire Chiefs price book dated **February 2019** attached herein as Exhibit A. This new price book supersedes any and all previously included price books.

IN WITNESS WHEREOF, Supplier and "Customer", have executed this agreement by their duly authorized officer(s) as of the date first above written.

SUPPLIER: **ZOLL Medical Corporation**

By: Michael W. Trotter Date: 03/26/2019

Name: Michael Trotter

Title: VP of EMS Sales

Customer: **Lake Tahoe Regional Fire Chiefs Association**

By: Scott Baker Date: 3-14-19

Name: SCOTT BAKER

Title: LTRFCA PRESIDENT

## ZOLL Purchase Agreement

Effective as of 2/19, 2016 (the "Effective Date"), ZOLL Medical Corporation, a Massachusetts corporation ("ZOLL"), and **Lake Tahoe Regional Fire Chiefs' Association** ("Customer"), and its Affiliates (as defined below) agree to the following terms and conditions with respect to the purchase of ZOLL products ("Products") as set forth in this agreement.

For the purposes of this Agreement "Affiliate" and "Affiliates" means and include all entities that are listed as an Affiliate on Exhibit A attached hereto, subject to additions and deletions as set forth herein. Customer may add entities as Affiliates (as defined herein and referenced in Exhibit A) after the Effective Date (as defined below) of this Agreement upon providing ZOLL with written notice of the addition of an entity. Customer may, at any time without cause or penalty, provide written notice of the removal of an Affiliate from Exhibit A, such written removal shall constitute an amendment of Exhibit A.

- 1) **Committed Volume Discount:** In consideration for the discount pricing listed in item 8 and in the attached price book in Exhibit B, the Customer agrees to the following volume discount commitment:
  - a) Customer agrees to commit 90% of its defibrillator equipment, accessories, and supply business with ZOLL.
- 2) **Payment Terms:** Payment terms shall be Net thirty (30) days after date of invoice.
- 3) **Additional Terms:** ZOLL standard terms and conditions shall apply. In the event that there is a conflict with ZOLL's standard terms and conditions, those herein, or any other terms and conditions supplied by either party, this Agreement shall govern. Any changes to this Agreement or to the ZOLL standard terms and conditions will be of no effect unless agreed to in writing by both parties.
- 4) **Term of Agreement:** This agreement shall expire **three (3)** years from the Effective Date.
- 5) **Termination:** Either party may terminate this Agreement by delivering not less than sixty (60) days prior written notice thereof to the opposite party.
- 6) **Confidentiality:** The parties shall hold in strictest confidence the terms of this agreement and any information and material which is related to either Customer or ZOLL's business or is designated by either Customer or ZOLL as proprietary and confidential. It is understood that this confidentiality clause does not include information which: (i) is now or hereafter in the public domain through no fault of the party being provided the confidential information; (ii) prior to disclosure hereunder, is property within the rightful possession of the party being provided the confidential information; (iii) subsequent to disclosure hereunder, is lawfully received from a third party with no restriction on further disclosure; or (iv) is obligated to be produced under order of a court of competent jurisdiction, unless made the subject of a confidentiality agreement or protective order in connection with such proceeding. Customer and ZOLL hereby covenant that each shall not disclose such information to any third party without prior written authorization of the other.
- 7) **Shipping and Passage of Title:** Products All Products purchased hereunder shall be shipped FOB shipping point. Title to the Products purchased shall pass to Customer upon delivery of the Products to the common carrier.

8) **Contract Pricing:** See pricing offered below listed in the attached discounted Lake Tahoe Regional Fire Chiefs' Association price book attached herein as Exhibit B and dated February 11, 2016.

- a) 30% discount on X Series Defibrillator & Accessories \*
- b) 30% discount on PROPMD Accessories
- c) 25% E & M Series Accessories and Disposables

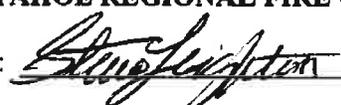
\* Discounts for items that crossover to multiple product series will receive a 25% discount.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Purchasing Agreement as of the date appearing below their respective signatures.

**ZOLL MEDICAL CORPORATION**

**LAKE TAHOE REGIONAL FIRE CHIEFS ASSOCIATION**

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

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

Print Name: Michael Trotter

Print Name: Steve Leighton

Title: Vice President EMS Sales

Title: Chairman, LTRFCA

Phone: (978) 421-9655

Phone: 775-230-0839

Date: 02/22/2016

Date: 2/19/16

**Please sign and return to Kinga Kardasinka, Contracts Specialist:**

**EMAIL: [KKardasinska@ZOLL.Com](mailto:KKardasinska@ZOLL.Com)**

**MAIL: Kinga Kardasinka  
Contracts Specialist  
ZOLL Medical Corporation  
Worldwide Headquarters  
269 Mill Road  
Chelmsford, MA 01824 - 4105**

# EXHIBIT A

## *List of Affiliate Entities*

<i>Affiliate Name</i>	<i>Zoll Customer#</i>
BLM - Carson City District	TBD
CAL FIRE - AEU	100258
Calstar	4042
Careflight	TBD
Carson City Fire	6457
Central Lyon Co. Fire	162487
Eastern Alpine Fire/Rescue	TBD
East Fork Fire & Paramedica District	TBD
Fallen Leaf Fire	TBD
Kirkwood Volunteer Fire	TBD
Lake Valley Fire	100358 & 147700
Meeks Bay Fire	146728
Nevada Div of Forestry	6392
North Lake Tahoe Fire	3240
Northstar Fire	7290
North Tahoe Fire	7193
Reno Fire	4540
South Lake Tahoe Fire	104309
Sparks Fire	5498
Squaw Valley Fire	116127
Storey County Fire	105541
Tahoe Douglas Fire	3896
Truckee Fire	114002
Truckee Meadows Fire	4855
US Forest Service - Lake Tahoe Basin	TBD