

# **OCEAN CITY-WRIGHT BOARD OF FIRE COMMISSIONERS**

**July 10, 2019**

## **MEETING AGENDA**

**5:00 P.M.**

**TRAINING ROOM---OCEAN CITY-WRIGHT FIRE DEPARTMENT**

**Open to the Public**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Approve Agenda**
- 4. Approval of the June 6, 2019 Regular Meeting Minutes**
- 5. Public Comments**
- 6. Acceptance of the May 31, 2019 Financials**
- 7. Business:**
  - A. Approve Banking authority-Who may open Accounts.**
  - B. Set Tentative & Final Budget Hearing Dates (9/5 & 9/19/19)**
  - C. Review Preliminary 2019-20 Budget**
  - D. Discuss & Approve Preliminary Millage Rate for DR-420**
  - E. Approval of Sole Source Purchase 2 Cardiac Monitors LifePak 15 and  
Approval of Disposal for LifePak 12's as trade-in**
  - F. Fire Chief Position**
- 8. Discussion**
  - A. Mary Esther Partnership**
  - B. NWFSC Fire Station Partnership Update**
  - C. Status of Old Station 1**
  - D. Traffic light Update**
- 9. Adjournment**

Ocean City-Wright Fire Control District  
Board of Fire Commissioners  
Regular Meeting Minutes  
June 6, 2019

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**Call to Order**

The regular meeting of the Ocean City-Wright Board of Fire Commissioners was called to order by Chairman Aaron Brown at 5:30 P.M. in the training room of the Ocean City-Wright Fire Department.

**Pledge of Allegiance**

**Roll Call**

PRESENT: Chairman, Aaron Brown, Vice-Chairman, John Johnston; Secretary-Treasurer, Edward Tras; Commissioner, Donna Lambert; Commissioner, John Bostick; Fire Chief, Billy Lord; Deputy Chief, Mark Bundrick; Finance Administrator, Jennifer Benedict; Attorney, Jeff McInnis.

**Approval of Agenda**

MOTION: Secretary-Treasurer Tras made the motion to approve the agenda.  
SECOND: Commissioner Bostick  
DISCUSSION: None  
VOTE: Unanimously Approved

**Approval of the May 2, 2019 Regular Meeting Minutes**

MOTION: Commissioner Lambert made the motion to approve the 5/2/2019 Regular meeting minutes.  
SECOND: Commissioner Bostick  
DISCUSSION: None  
VOTE: Unanimously Approved

**Public Comments**

None.

**Acceptance of the April 30, 2019 Financials**

MOTION: Vice-Chairman Johnston made the motion to approve the financials.  
SECOND: Commissioner Lambert  
DISCUSSION: None  
VOTE: Unanimously Approved

## Business

### Approval of Audit FYE 2018

Chad Branson with Carr, Riggs, & Ingram presented the audit for fiscal year ending 2018.

MOTION: Vice-Chairman Johnston made the motion to accept the audit for FYE 2018.  
SECOND: Commissioner Lambert  
DISCUSSION: None  
VOTE: Unanimously Approved

### Banking Options

Banking options for services from Beach Community Bank and Hancock/Whitney.  
Commissioner Lambert chose to abstain from the vote.

MOTION: Secretary-Treasurer Tras made the motion to accept the offer from  
Hancock/Whitney  
SECOND: Commissioner Bostick  
DISCUSSION: None  
VOTE: 4 yays and 1 abstain

### Approval of Mary Esther Service/Interlocal Agreement

Attorney McInnis presented the agreement for Fire Service for the City of Mary Esther.

MOTION: Secretary-Treasurer Tras made the motion to approve the Mary Esther  
Service/Interlocal Agreement and to allow Mr. McInnis and Chief Lord the ability  
to adjust the agreement for any immaterial items.  
SECOND: Commissioner Lambert  
DISCUSSION: Chairman Brown asked to clarify the annual adjustment based on the CPI  
VOTE: Unanimously Approved

### Approval of Mary Esther Fire Station Lease Agreement

MOTION: Secretary-Treasurer Tras made the motion to approve the Mary Esther Fire  
Station Lease Agreement  
SECOND: Commissioner Bostick  
DISCUSSION: None  
VOTE: Unanimously Approved

### Bid Results for Station 2 Concrete Project

No bids were received.

### **Approve Quote for Concrete Repair Station 2**

GC Construction provided a quote for the repair in the amount of \$35,339.28 JDF Architecture reviewed the quote and determined the amount to be reasonable.

MOTION: Vice-Chairman Johnston made the motion to accept the quote for the Station 2 Concrete repair.  
SECOND: Commissioner Lambert  
DISCUSSION: None  
VOTE: Unanimously Approved

### **Bid Results for Vehicle Sales**

Two of the three vehicles up for bid received qualifying bids. The third vehicle, 2006 Chevy Tahoe, failed to receive a bid. Baker Fire District has asked for the vehicle to be donated to their District.

MOTION: Vice-Chairman Johnston made the motion to accept the bids for the Ford F-150 & Ford Expedition.  
SECOND: Secretary-Treasurer Tras  
DISCUSSION: None  
VOTE: Unanimously Approved

MOTION: Commissioner Bostick made the motion to donate the 2006 Chevy Tahoe to Baker Fire District.  
SECOND: Vice-Chairman Johnston  
DISCUSSION: None  
VOTE: Unanimously Approved

### **Equipment Disposals**

Three radios have been damaged beyond repair and will be disposed from the Fixed assets.

MOTION: Commissioner Lambert made the motion to dispose of the radios.  
SECOND: Secretary-Treasurer Tras  
DISCUSSION: None  
VOTE: Unanimously Approved

### **Discussion**

#### **NWFSC Fire Station Partnership Update**

Chief Lord and Chief Bundrick visited with the office of Budget and Policy in Tallahassee to discuss the importance of the funding. We will not know the outcome until the Governor signs the budget items.

#### **Status of Old Station 1**

Chief Lord stated no news regarding any offers, but there has been showing activity.

**Traffic Light at FH1 intersection**

Vice-Chairman Johnston still waiting on DOT decision.

**ADJOURNMENT**

Being no further business, the Ocean City-Wright Fire Control District Board of Fire Commissioners adjourned their regular meeting at 6:23 p.m.

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Aaron Brown  
Chairman

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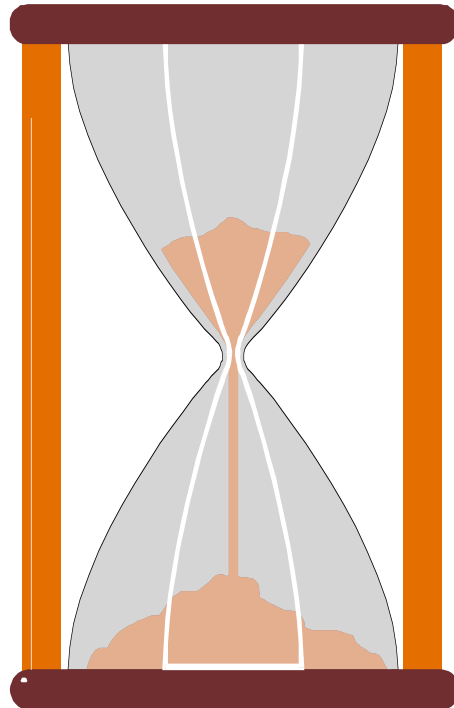
Edward Tras  
Secretary-Treasurer

OCEAN CITY-WRIGHT FIRE CONTROL DISTRICT  
INCOME STATEMENT  
FOR THE EIGHT MONTHS ENDING MAY 31, 2019

	DESCRIPTION	CURRENT MONTH	ADOPTED BUDGET	YTD ACTIVITY	REMAINING BUDGET
	<b>REVENUES</b>				
1	COUNTY TAXES - OCW	59,401.82	6,293,393.00	6,197,141.29	96,251.71
2	INTEREST EARNED	532.92	8,000.00	4,156.26	3,843.74
3	MISCELLANEOUS INCOME	2.00	5,000.00	1,390.04	3,609.96
4	FEDERAL GRANT REVENUE	0.00	381,616.00	128,560.63	253,055.37
5	STATE INCENTIVE	0.00	5,000.00	3,195.81	1,804.19
6	CONTRACTS REVENUE	0.00	38,000.00	14,000.00	24,000.00
7	INSPECTION FEES	25.00	1,500.00	700.00	800.00
8	PLAN REVIEW FEES	3,847.20	8,500.00	16,893.76	(8,393.76)
9	FEMA FEDERAL REVENUE-RPA	196.90	0.00	10,549.90	(10,549.90)
10	IMPACT FEE REVENUE	3,062.88	0.00	41,756.60	(41,756.60)
11	FEMA STATE REVENUE	0.00	0.00	45,366.37	(45,366.37)
12	STATE RETIREMENT CONTRIBUTION	0.00	275,000.00	0.00	275,000.00
13	OTHER FINANCING SOURCES	0.00	490,000.00	0.00	490,000.00
14					
15	TOTAL REVENUES	67,068.72	7,506,009.00	6,463,710.66	1,042,298.34
16					
17	<b>EXPENSES</b>				
18	WAGES	311,378.06	2,874,800.00	1,858,529.60	1,016,270.40
19	FICA - EMPLOYERS PORTION	23,186.20	220,000.00	137,640.58	82,359.42
20	MEDICAL INSURANCE	36,364.72	621,480.00	274,337.38	347,142.62
21	DENTAL INSURANCE	1,457.50	23,520.00	11,722.58	11,797.42
22	LIFE INSURANCE	1,300.89	24,000.00	11,036.80	12,963.20
23	NRS RETIREMENT	4,224.54	34,000.00	24,052.31	9,947.69
24	STATE CONTRIBUTION EXPENSE	0.00	275,000.00	0.00	275,000.00
25	RETIREMENT - ER PORTION	104,832.76	1,021,530.00	655,443.42	366,086.58
26	NON SECTION 175 RETIREMENT	1,115.28	10,000.00	6,531.72	3,468.28
27	WORKERS COMP	9,215.50	137,600.00	78,796.00	58,804.00
28	VEHICLE & LIABILITY INSURANCE	10,415.98	95,000.00	70,124.78	24,875.22
29	WATER & SEWER	596.89	6,300.00	4,974.88	1,325.12
30	TELEPHONE	1,537.34	12,360.00	10,649.83	1,710.17
31	ELECTRIC	2,975.75	30,900.00	17,222.22	13,677.78
32	NATURAL GAS	206.88	3,090.00	2,223.57	866.43
33	REFUSE COLLECTION	473.01	3,606.00	2,646.11	959.89
34	BUNKER GEAR	146.26	30,000.00	28,198.22	1,801.78
35	OTHER MINOR EQUIP & SUPPLIES	505.09	57,300.00	28,346.77	28,953.23
36	ALS EXPENSES	0.00	9,900.00	3,908.75	5,991.25
37	GRANT EXPENSE-MATCHING	0.00	15,000.00	0.00	15,000.00
38	UNIFORMS	895.95	15,000.00	14,142.18	857.82
39	ADMINISTRATIVE SUPPLIES	436.51	5,000.00	2,543.39	2,456.61
40	COMPUTER EXPENSES	1,993.71	21,450.00	18,948.41	2,501.59
41	M & R EQUIPMENT	1,283.20	37,100.00	17,682.40	19,417.60
42	M & R BUILDING	485.10	34,250.00	12,355.38	21,894.62
43	BUILDING SUPPLIES	853.10	8,000.00	5,674.15	2,325.85
44	M & R VEHICLE	4,666.82	80,000.00	92,808.16	(12,808.16)
45	FUEL & OIL	8,001.54	45,000.00	30,072.22	14,927.78
46	HAZMAT DUES	0.00	9,000.00	8,750.00	250.00
47	REIMBURSABLE GRANT EXPENSE	0.00	133,500.00	69,321.60	64,178.40
48	TRAINING	1,560.92	87,000.00	28,917.72	58,082.28
49	FIRE PREVENTION	0.00	5,000.00	1,372.41	3,627.59

OCEAN CITY-WRIGHT FIRE CONTROL DISTRICT  
INCOME STATEMENT  
FOR THE EIGHT MONTHS ENDING MAY 31, 2019

	DESCRIPTION	CURRENT MONTH	ADOPTED BUDGET	YTD ACTIVITY	REMAINING BUDGET
50	PUBLIC OUTREACH	0.00	7,000.00	0.00	7,000.00
51	ADVERTISING	0.00	2,500.00	749.66	1,750.34
52	PROFESSIONAL SERVICES CONTRACT	1,297.50	125,500.00	40,646.32	84,853.68
53	PROPERTY APPRAISER	5,959.25	92,000.00	47,674.06	44,325.94
54	TAX COLLECTOR	1,188.01	125,868.00	123,954.39	1,913.61
55	MISC MEDICAL	434.00	13,000.00	8,637.66	4,362.34
56	MISCELLANEOUS	570.37	3,000.00	4,867.99	(1,867.99)
57	POSTAGE & SHIPPING	61.17	1,500.00	764.03	735.97
58	PUBLICATIONS	120.08	5,000.00	393.08	4,606.92
59	DUES & MEETING EXPENSE	305.00	9,700.00	6,428.71	3,271.29
60	ACCREDITATION	0.00	20,800.00	0.00	20,800.00
61	CENTRAL DISPATCH	504.00	6,500.00	3,915.00	2,585.00
62	VEHICLE/APPARATUS EXPENSE	515.38	727,500.00	747,845.78	(20,345.78)
63	GENERAL FUND	0.00	5,000.00	591.57	4,408.43
64	EQUIPMENT	0.00	214,455.00	1,104.51	213,350.49
65	LOAN INTEREST EXPENSE	0.00	116,063.00	108,831.81	7,231.19
66	STATION ARCHITECT	0.00	30,000.00	4,000.00	26,000.00
67	LOAN PAYABLE- PRINCIPAL	0.00	348,937.00	131,168.19	217,768.81
68	IMPROVEMENTS	0.00	41,000.00	0.00	41,000.00
69					
70	TOTAL EXPENSES	541,064.26	7,881,009.00	4,760,546.30	3,120,462.70
71					
72	NET INCOME (LOSS)	(473,995.54)	(375,000.00)	1,703,164.36	(2,078,164.36)



## **OCEAN CITY-WRIGHT FIRE CONTROL DISTRICT**

### **2019-2020 BUDGET TIMETABLE**

- 1. Tentative Budget Hearing – Thursday, September 5, 2019 at 5:01 P.M.**
- 2. Regular Commissioner Meeting – Thursday, September 5, 2019  
Following the Tentative Budget Hearing.**
- 3. Final Budget Hearing – Thursday, September 19, 2019 at 5:01 P.M.**



**OCEAN CITY-WRIGHT FIRE CONTROL DISTRICT  
2019/2020 BUDGET WORKSHEET DOCUMENTATION**

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**PERSONNEL**

WAGES	\$3,778,578.00	
FICA ER PORTION	\$289,062.00	
HEALTH INSURANCE	\$630,000.00	
DENTAL INSURANCE	\$26,800.00	
LIFE INSURANCE	\$24,200.00	
NRS/NON-175 RETIREMENT	\$54,500.00	
175 RETIREMENT-State of Florida Contributions	\$275,000.00	
175 RETIREMENT-District Contributions	\$1,292,002.00	<b>\$6,370,142</b>

**INSURANCE**

WORKMANS COMPENSATION-BASED ON PAYROLL @ .05/\$	\$188,929.00	
VEHICLE & LIABILITY POLICIES	\$135,000.00	<b>\$323,929</b>

**UTILITIES**

WATER & SEWER	\$7,700.00	
CABLE & TELEPHONE	\$18,000.00	
ELECTRICITY	\$32,000.00	
NATURAL GAS	\$4,500.00	
REFUSE COLLECTION	\$6,000.00	<b>\$68,200</b>

**TRAINING**

ACCREDITATION	\$3,000.00	
ADVANCED FIRE CERTIFICATION CLASSES	\$6,000.00	
CONTINUING EDUCATION-MEDICAL/FIRE	\$5,200.00	
DEPARTMENT LEADERSHIP TRAINING	\$11,500.00	
FINANCE-CGFO, CONTINUING ED & CONFERENCES	\$4,000.00	
FIRE CHIEF CONFERENCE	\$4,000.00	

FIRE PREVENTION & INSPECTIONS TRAINING	\$3,000.00	
HAZMAT TRAINING	\$5,000.00	
HR-CONTINUING ED & CONFERENCES	\$3,000.00	
HR-EMPLOYEE & MANAGEMENT TRAINING	\$2,400.00	
LTRT TRAINING	\$10,000.00	
MARC TRAINING	\$3,000.00	
MEDICAL CHIEF TRAINING (TECC & MED CONF.)	\$1,800.00	
PARAMEDIC CLASS-3	\$25,000.00	
TARGET SOLUTIONS	\$6,500.00	
UNION CONTRACT-EDUCATION & TRAINING	\$14,000.00	
MISCELLANEOUS	\$5,000.00	<b>\$112,400</b>

**FIRE PREVENTION  
MAINTENANCE & REPAIR  
M & R EQUIPMENT**

FIRE PREVENTION EDUCATION	\$6,000.00	<b>\$6,000</b>
BREATHING AIR CERTIFICATION CONTRACT	\$1,000.00	
CARDIAC MONITOR WARRANTY AGREEMENT	\$10,000.00	
INSTRUMENT CALIBRATION	\$1,500.00	
SCBA MAINTENANCE	\$4,500.00	
TRAFFIC CONTROL MAINTENANCE AGREEMENT	\$2,500.00	
MISCELLANEOUS REPAIRS	\$2,500.00	
ANNUAL LADDER CERTIFICATION	\$2,500.00	
EMERGENCY GEN SV.CONTRACT STA 1,2,3	\$4,000.00	
COPY MACHINE SERV CONTRACT	\$2,000.00	
AIR COMPRESSOR MAINTENANCE	\$4,000.00	
FIRE EXTINGUISHER SERVICE	\$1,000.00	
ANNUAL BUNKER GEAR INSPECTION	\$2,000.00	
MARC UNIT MAINTENANCE AGREEMENT (GRANT REIMBURSABLE)	\$14,000.00	
REHAB COMPRESSOR	\$5,000.00	
MISC EXPENSES	\$25,000.00	
FIRE ALARM & EXTINGUISHER MAINTENANCE	\$3,000.00	
ELEVATOR MAINTENANCE	\$1,500.00	
BAY DOOR MAINTANCE	\$4,000.00	

**M & R BUILDING**

	STATION 3 BAY	\$100,000.00	
	ASPHALT	\$6,500.00	
<b>M &amp; R VEHICLE</b>	MAINTAIN VEHICLES/APPARATUS	\$160,000.00	<b>\$356,500</b>
<b>PROFESSIONAL SERVICES CONTRAC</b>	ACCOUNTING CONTRACT	\$20,000.00	
	ATTORNEY COSTS	\$75,000.00	<b>\$95,000</b>
<b>SUPPLIES</b>			
<b>ADMINISTRATIVE SUPPLIES</b>	ADMINISTRATIVE SUPPLIES	\$8,000.00	
<b>BUILDING SUPPLIES</b>	BUILDING SUPPLIES	\$12,000.00	
<b>POSTAGE</b>	POSTAGE & SHIPPING	\$1,500.00	
<b>UNIFORMS</b>	UNIFORMS	\$25,000.00	
<b>FUEL &amp; OIL</b>	FUEL & OIL	\$60,000.00	<b>\$106,500</b>
<b>MISCELLANEOUS</b>			
<b>COMPUTER SOFTWARE &amp; UPGRADES</b>	COMPUTER REPAIRS & ACCOUNTING SOFTWARE	\$3,000.00	
	COMPUTER REPLACEMENT	\$4,000.00	
	EMERGENCY REPORTING	\$6,750.00	
	MISC SOFTWARE	\$2,500.00	
	STREETWISE PROGRAM	\$1,800.00	
	ACTIVE 911	\$900.00	
	EMAIL SERVICE & WEBSITE MAINTENANCE	\$8,500.00	
	ASSET SOFTWARE	\$6,000.00	
<b>LEGAL ADVERTISING</b>	BASED ON CURRENT YEARS EXPENDITURES	\$2,500.00	
<b>MEDICAL</b>	MISCELLANEOUS MEDICAL	\$2,500.00	
	PHYSICALS	\$11,400.00	
	IMMUNIZATIONS	\$3,000.00	
<b>MISCELLANEOUS CHARGES</b>	MISCELLANEOUS ITEMS	\$6,000.00	
<b>PUBLICATIONS</b>	SUBSCRIPTIONS, PROFESSIONAL UPDATES, MAGAZINES, NFPA	\$5,000.00	
<b>DUES &amp; MEETING EXPENSE</b>	CHIEF OFFICER DUES, MEETING/CONFERENCE EXPENSES, FASD	\$11,500.00	
	HAZMAT	\$8,750.00	
	ACCREDITATION	\$0.00	

<b>PUBLIC OUTREACH</b>	FIRE PREVENTION, FLYERS & GIVEAWAYS	\$6,800.00	
<b>RADIO/DISPATCH SERVICES</b>	RUN ASSIGNMENT CHANGES & MONTHLY HARRIS CHARGE	\$8,500.00	
<b>GEN/CONTINGENCY FUND</b>	HURRICANE, STORMS, MAJOR FIRES ETC	\$5,000.00	
	GRANT MATCH	\$15,000.00	<b>\$119,400</b>
<b>PROPERTY APPRAISER</b>	BASED ON APPRAISER'S BUDGET	\$98,000.00	<b>\$98,000</b>
<b>TAX COLLECTOR</b>	BASED ON 2% OF TAXES COLLECTED FOR OCW	\$133,998.00	<b>\$133,998</b>
<b>EQUIPMENT</b>			
<b>FIRE SERVICE EQUIPEMENT</b>	BUNKER GEAR	\$50,000.00	
	BUNKER GEAR DRYERS-GEAR & GLOVES	\$3,200.00	
	STA 2 & 3 CAMERA SYSTEM	\$6,000.00	
	HAZMAT EQUIPMENT	\$5,500.00	
	LTRT EQUIPMENT	\$3,185.00	
	RADIOS & PAGERS	\$18,500.00	
	CARDIAC MONITOR	\$40,000.00	
	CONEX BOXES	\$12,000.00	
	FANS, SAWS, GENERATORS, HOSE, NOZZLES, AXES, SLINGS, HALLIGAN	\$25,650.00	
	SCBA W BOTTLES (SPARES & MASKS INCL)	\$400,000.00	
	THERMAL CAMERA	\$10,000.00	
	STATION 2 GENERATOR	\$50,000.00	
	BALLISTIC GEAR- VESTS & HELMETS	\$7,000.00	
	BLS/ALS EQUIPMENT	\$17,710.00	
	MARC UNIT RADIO EQUIPMENT (GRANT REIMBURSABLE)	\$111,500.00	
<b>OTHER MINOR EQUIPMENT</b>	OTHER MINOR EQUIPMENT OR SUPPLIES under \$1000	\$35,000.00	<b>\$795,245</b>
<b>CAPITAL OUTLAY</b>			
<b>VEHICLES</b>	Service Vehicle	\$0.00	
	4X4 Truck	\$40,000.00	
<b>APPARATUS</b>	ENGINE 1 Loan	\$50,000.00	

<b>STATION ONE LOAN</b>	Station 1 Loan Payment	\$240,000.00	<b>\$330,000</b>
<b>IMPROVEMENTS</b>	Awning for Station 1 Patio	\$5,000.00	
	Awning for Station 2 Patio	\$6,000.00	
	ARCHITECT	\$50,000.00	<b>\$61,000</b>
<b>ALL OTHER RESERVES</b>			<b>\$2,311,454</b>
<b>BUDGET TOTAL</b>			<b>\$11,287,768</b>

Preliminary Taxable Value	\$	2,564,540,738	
2018 Millage		0.00275	<b>\$6,699,863</b>
Contract Revenue	\$	7,052,487	<b>\$1,015,323</b>
Investment Interest		95%	<b>\$40,000</b>
Plan Review & Inspection Fees		\$6,699,863	<b>\$10,000</b>
Grants & Donations			<b>\$412,582</b>
Section 175 Plan-State Contributions			<b>\$275,000</b>
Miscellaneous Revenue			<b>\$5,000</b>
Carry Forward and Reserves			<b>\$2,830,000</b>
			<b>\$11,287,768</b>
Budget Variance			<b>\$0</b>



**Emergency Care**

11811 Willows Road NE  
 P.O. Box 97006  
 Redmond, WA 98073-9706 U.S.A.  
 www.physio-control.com  
 tel 800.442.1142  
 Sales Order fax 800.732.0956  
 Service Plan fax 800.772.3340

To OCEAN CITY/WRIGHT FD  
 Attn: Wally Ebbert, Division Chief  
 233 RACETRACK RD NE  
 FORT WALTON BEACH,FL 32547  
 8508621185  
[wgebbert@ocwafd.org](mailto:wgebbert@ocwafd.org)

Quote Number 00181868  
 Revision # 1  
 Created Date 6/27/2019  
 Sales Consultant Jeff Wages

[jeff.wages@stryker.com](mailto:jeff.wages@stryker.com)

FOB Redmond, WA  
 Terms All quotes subject to credit approval and the following terms and conditions

NET Terms NET 30

Expiration Date 9/23/2019

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	2.00	35,660.00	-6,418.80	29,241.20	58,482.40
11140-000015	AC power cord	1.00	83.00	-14.94	68.06	68.06
11140-000052	LP15 REDI-CHARGE Adapter Tray	1.00	211.00	-37.98	173.02	173.02
11140-000072	LP15 AC Power Adapter (power cord not included)	1.00	1,720.00	-309.60	1,410.40	1,410.40
11141-000115	REDI-CHARGE Base (power cord not included)	1.00	1,555.00	-279.90	1,275.10	1,275.10
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4.00	479.00	-86.22	392.78	1,571.12
11160-000015	NIBP Cuff-Reusable, Adult	2.00	31.00	-5.58	25.42	50.84
11160-000013	NIBP Cuff-Reusable, Child	5.00	25.00	-4.50	20.50	102.50
11160-000019	NIBP Cuff-Reusable, Adult X Large	5.00	49.00	-8.82	40.18	200.90
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	5.00	301.00	-54.18	246.82	1,234.10
11171-000047	M-LNCS DCIP, Pediatric Reusable Sensor, 1/box	5.00	301.00	-54.18	246.82	1,234.10
11171-000050	Rainbow DCIP Pedi Reusable Sensor, 1/box	3.00	705.00	-126.90	578.10	1,734.30
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	2.00	59.00	-10.62	48.38	96.76
11260-000039	LIFEPAK 15 Carry case back pouch	2.00	84.00	-15.12	68.88	137.76

11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	2.00	327.00	-58.86	268.14	536.28
LP15-PCPVOS-2-POS-UP	LIFEPAK15 Service - 2 YEAR. On-site ProCare Prevent Coverage. Up Front Payment. Includes: -Services performed at customer's location by a Stryker Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and -UPgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service	2.00	3,600.00	-540.00	3,060.00	6,120.00
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	1.00	0.00	0.00	-5,000.00	-5,000.00

Subtotal USD 69,427.64

Estimated Tax USD 0.00

Estimated Shipping & Handling USD 185.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

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Grand Total USD 69,612.64

**Pricing Summary Totals**

List Price Total USD 90,502.00

Total Contract Discounts Amount USD -1,080.00

Total Discount USD -14,994.36

Trade In Value USD -5,000.00

Tax + S&H USD 185.00

**GRAND TOTAL FOR THIS QUOTE**

USD 69,612.64

Please provide a company issued Purchase Order that includes Billing and Shipping Address.  
PO must reference payment terms of Net 30 days.

- OR -

**Required information if no Purchase Order is provided**

<b>Billing Address</b> <input type="checkbox"/> same as address on quote	<b>Shipping Address</b> <input type="checkbox"/> same as Billing Address
Account Name	Account Name
Address	Address
City	City
State                      Zip Code	State                      Zip Code
<b>Accounts Payable Contact Information</b>	
Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	<b>Customer is Tax Exempt?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Authorized Customer Signature</b>	
Name	Signature
Title	Date

**Optional information:**

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number JW/12703501/209734



#### **General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of health care items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Products.**

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

**Delivery.** Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

**Inspections and Returns.** Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

**No Resale.** Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

**Additional Terms for Purchase and Sale of Service Plans.**

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

**Service Plans.** Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

**Pricing.** If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

**Device Inspection Before Acceptance.** All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

**Unavailability of Covered Equipment.** If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

**Unscheduled or Uncovered Services.** If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

**Loaners.** If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

**Cancellation.** Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

**No Solicitation.** During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.