

**Denton Navarro Rocha Bernal Hyde & Zech, P. C.**

A Professional Corporation  
Attorneys & Counselors  
2517 N. Main Avenue  
San Antonio, TX 78212  
(210) 227-3243 Office (210) 225-4481 Fax  
Tax ID # 74 259 3927  
www.rampagelaw.com

**Attorney - Client Communication  
Privileged and Confidential**

**INVOICE NO. 22558**

February 24, 2017

John Scheffler  
President  
Comal County ESD #1  
353 Rodeo Drive  
Spring Branch, TX 78070

**RE: DNRBH&Z #25089  
Comal County Emergency Service District #1 General Counsel**

Professional services

	<u>Hours</u>	<u>Amount</u>
1/6/2017 DS    Research questions regarding building equity and ambulance fees assessed pursuant to contract and statute	0.50	97.50
For professional services rendered	0.50	\$97.50
Previous balance		\$156.00
2/21/2017 Payment - Thank you! CCESD#1, Check No. 1083		(\$156.00)
Balance due		<u>\$97.50</u>

**Timekeeper Summary**

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Daniel Santee	0.50	195.00	\$97.50

Thank you!

**DENTON NAVARRO ROCHA BERNAL HYDE & ZECH**  
A Professional Corporation

If you have any questions or concerns regarding this invoice, please contact Donald "Don" Kelsey at (210) 227-3243 or by email at donald.kelsey@rampage-sa.com



**Property & Casualty  
Summary of Coverages**

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**PREPARED FOR:**

**COMAL COUNTY EMERGENCY SERVICES DISTRICT #1**

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## FOREWORD

The actual insuring agreements are in the policies, not in this summary of coverages. This summary is not binding on your organization, VFIS or the insurance companies we represent. Actual coverage is provided only by the policy.

This document reflects **renewal** coverage information that is not yet effective as of the document preparation date.

Policies included in this summary:

<b>Policy Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>
VFIS-TR-2067958-03	03/29/2017	03/29/2018

## GENERAL INFORMATION

**First Named Insured:** COMAL COUNTY EMERGENCY SERVICES DISTRICT #1

**Mailing Address:** PO BOX 38  
SPRING BRANCH, TX 78070

**CRIME**

VFIS offers a broad range of fidelity coverages which are customized to meet the needs of emergency service organizations including the following.

- **Employee Dishonesty** provides reimbursement for the loss of your organization's money or other property resulting from dishonest acts of your volunteers or employees.
- **Computer and Funds Transfer Fraud** will pay for loss the insured sustains arising directly out of the loss of or damage to money, securities, and property other than money and securities. This loss must result directly from the use of any computer to fraudulently cause transfer of that property from inside the premises or banking premises to a person outside those premises, or to a place outside those premises.
- **Identity Fraud Expense** is the compensation of expense sustained that was incurred by the insured or any employee as a result directly from identity fraud.

Your selections are indicated below.

**Covered Entity**

COMAL COUNTY EMERGENCY SERVICES DISTRICT #1

<b><u>Public Employee Dishonesty – Blanket Per Employee</u></b>		<b><u>Limit</u></b> \$250,000	<b><u>Deductible</u></b> None	<b><u>Faithful Performance</u></b> Yes
<b><u>Public Employee Dishonesty – Position Schedule</u></b>	<b><u>Number in Position</u></b>	<b><u>Limit</u></b>	<b><u>Deductible</u></b>	<b><u>Faithful Performance</u></b>
TREASURER	1	\$250,000	None	Yes
<b><u>Forgery or Alteration</u></b>		<b><u>Limit</u></b> \$25,000	<b><u>Deductible</u></b> None	
<b><u>Computer and Funds Transfer Fraud</u></b>		<b><u>Limit</u></b> \$25,000	<b><u>Deductible</u></b> None	
<b><u>Identity Fraud Expense</u></b>		<b><u>Limit</u></b> \$25,000	<b><u>Deductible</u></b> None	

1-B

**AUTO**

<u>Coverage</u>	<u>Symbols</u>	<u>Limits</u>
Bodily Injury / Property Damage Combined Single Limit	8,9	\$1,000,000
"No Fault" or Statutory Personal Injury Protection		Not Included
Medical Payments		Not Included
Uninsured Motorists		Not Included
Underinsured Motorists Insurance		Not Included
Physical Damage Comprehensive		Not Included
Physical Damage Collision		Not Included

**Liability Coverage Extensions**

<b>Hired and Borrowed Vehicles</b>	Included (Excess)
<b>Commandeered Automobile</b>	Included (Primary)
<b>Volunteers/Employees as insureds under Non-Owned Automobiles</b>	Included (Excess)
<b>Garage Liability</b>	Not Included
<b>Fellow Member Liability</b>	Included

## GENERAL LIABILITY / PROFESSIONAL HEALTH CARE LIABILITY

<u>Coverages</u>	<u>Limits</u>
Each Occurrence or Medical Incident.....	\$1,000,000
Personal and Advertising Injury (each offense).....	\$1,000,000
Fire Damage Legal Liability (any one fire).....	\$1,000,000
Medical Expense (each person).....	\$5,000
General Aggregate (the total payable in any policy term).....	\$10,000,000
Products / Completed Operations Aggregate (the total payable in any policy term).....	\$10,000,000

**Optional Coverages (apply only if checked)**

- Employer's (Stop Gap) Liability
- Owned Watercraft Liability (boats exceeding 100 horsepower)
- Pollution Liability – Above Ground Storage Tanks

### Coverage Extensions

<b>Volunteers and Employees as Insureds</b>	Included
<b>Blanket Additional Insureds</b>	Included
<b>Fellow Member Liability</b>	Included
<b>"Good Samaritan" Liability</b>	Included
<b>Intentional Acts</b>	Included
<b>Pollution Liability</b>	Included
<b>Liquor Liability</b>	Included
<b>Contractual Liability</b>	Included
<b>Owned Watercraft Liability (up to 100 hp)</b>	Included
<b>Non-Owned Watercraft Liability</b>	Included
<b>Owned Personal Watercraft (jet skis and waverunners)</b>	Included
<b>Expanded Aggregate Limit</b>	Per Named Insured (unless you have selected a \$10,000,000 aggregate limit) and Per Location

## MANAGEMENT LIABILITY

	<u>Limits</u>
Each Offense or Wrongful Act.....	\$1,000,000
Aggregate (the total payable in any policy term).....	\$10,000,000
Defense Expense for Injunctive Relief.....	\$50,000

<input checked="" type="checkbox"/> "Claims made" basis	<input type="checkbox"/> "Occurrence" basis
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Management Liability coverage protects you against claims for monetary damages arising out of:

- **Employment-related practices**, such as wrongful termination, failure to promote or sexual harassment,
- Errors in the **administration of employee benefit plans**, such as Accident and Sickness coverage, Group Life or Workers' Compensation, and
- Other wrongful acts.

### Coverage Extensions

<b>Outside Directorship Liability</b>	Included
<b>Blanket Additional Insureds</b>	Included
<b>Expanded Aggregate Limit</b>	Per Named Insured <small>(unless you have selected a \$10,000,000 aggregate limit)</small>
<b>Fair Labor Standards Act Suit Defense Coverage</b>	\$100,000 for each claim limit
<b>Unintentional Release Of HIPAA Information</b>	\$100,000 limit

### Cyber Liability and Privacy Crisis Management Expense

- **Cyber Liability** protects you when claims are made against you for monetary damages arising out of an electronic information security event.
- **Privacy Crisis Management Expense** reimburses for expenses you incur as a result of a privacy crisis management event first discovered during the policy period. This first party coverage is intended to provide professional expertise in the identification and mitigation of a privacy breach while satisfying all Federal and State statutory requirements.

#### Cyber Liability

Each Event Limit:	\$1,000,000	Each Electronic Information Security Event
Retroactive Date:	None	

#### Privacy Crisis Management Expense

Each Event Limit:	\$250,000	Each Privacy Event
Aggregate Limit:	\$250,000	Aggregate
Retroactive Date:	None	
Deductible:	\$0	Each Privacy Event

### PREMIUM SUMMARY

	<u>Premium</u>
Property.....	\$0
Crime.....	\$469
Portable Equipment.....	\$0
Auto.....	\$263
General Liability.....	\$350
Management Liability.....	\$500
Excess Liability.....	\$0
<b>Total Estimated Annual Premium.....</b>	<b>\$1,582</b>

*A "zero" premium indicates no existing coverage for that particular line of business.*





VFIS of Texas  
 3420 Executive Center Dr #301  
 Austin, TX 78731  
 Phone: 800-252-9435 Fax: 512-448-9929

<b>INVOICE NO. 36243</b>		Page 1
ACCOUNT NO.	OP	DATE
COMAL-1	SH	02/16/2017
PRODUCER		
Danny J Kerecman		
BALANCE DUE ON		
03/29/2017		
AMOUNT PAID		AMOUNT DUE
		\$1,582.00

Comal County ESD #1  
 P O Box 38  
 Spring Branch, TX 78070

Item #	Due Date	Type	Policy #	Description	Amount
108482	03/29/17	CPKG	VFIS-TR-2067958	Policy renewal	\$1,582.00
<b>Invoice Balance:</b>					\$1,582.00

WE APPRECIATE YOUR CONTINUED BUSINESS!

1-B



Comal County Emergency Services #1  
353 Rodeo Dr  
Spring Branch, TX 78070

**Expense Report**

Printed Name: JOHN SCHEFFLER

Date: MARCH 12, 2017

Purpose of expense: (Office Supplies, Safe-D Conference, etc)  
Attend Annual Conference for ESD Commissioner Training in San Marcos, TX

Date	Description	Total
3/9/17	Mileage - 73 miles at \$.535/mile	39.06
3/10/17	Mileage - 73 miles at \$.535/mile	39.06
3/11/17	Mileage - 73 miles at \$.535/mile	39.06
	SUBTOTAL	117.18
	Less Cash Advanced To You	
	TOTAL	117.18

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

**For Office Use Below**

Date	Check Number	Name

**Receipts must be attached to expense form.**

Phone: 830.228-4501  
Treasurer Email:  
rhonda.zunker@bsb911.com

Comal County Emergency Services #1  
353 Rodeo Dr  
Spring Branch, TX 78070

**Expense Report**

Printed Name: Mark Schmalz

Date: 9-11 Mar 2017

Purpose of expense: (Office Supplies, Safe-D Conference, etc)

Safe-D Conference - San Marcos

Date	Description	Total
9 Mar	POV Mileage fm 1266 Hidden CV, Spring Branch to Embassy Suites, San Marcos (64 mi.)	34.24
10 Mar	POV Mileage fm 1266 Hidden CV, Spring Branch to Embassy Suites, San Marcos (64 mi.)	34.24
11 Mar	POV Mileage fm 1266 Hidden CV, Spring Branch to Embassy Suites, San Marcos (64 mi.)	34.24
	SUBTOTAL	102.72
	Less Cash Advanced To You	
	TOTAL	102.72

Signature: Mark D Schmalz 11 Mar 2017 Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

**For Office Use Below**

Date	Check Number	Name

**Receipts must be attached to expense form.**

Phone: 830.228-4501  
Treasurer Email:  
rhonda.zunker@bsb911.com

1-0

**Comal County Emergency Services #1**  
**353 Rodeo Dr**  
**Spring Branch, TX 78070**

**Expense Report**

Printed Name: A. Harrell Hicks

Date: 3-13-2017

Purpose of expense: (Office Supplies, Safe-D Conference, etc)

Safe-D Conference

Date	Description	Amount
3/10	Round trip between Bulverde, TX & San Marcos, TX to attend Conference; 76 miles @ 53.5¢ per mile	40.66
3/11	Round trip between Bulverde, TX & San Marcos, TX to attend Conference; 76 miles @ 53.5¢ per mile	40.66
	<b>SUBTOTAL</b>	<b>81.32</b>
	Less Cash Advanced To You	0
	<b>TOTAL</b>	<b>81.32</b>

Signature: A. Sanchez

Date: 3-13-17

Approved by: [Signature]

Date: \_\_\_\_\_

For Office Use Below

3/14/17	1093	H. Harrell Hicks
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**Receipts must be attached to expense form.**

Phone: 830.228-4501  
 Treasurer Email:  
 rhonda.zinker@bsb911.com

1-E

**BOARD RESOLUTION OF COMAL COUNTY EMERGENCY SERVICES District #1  
AUTHORIZING THE SIGNING OF CHECKS and ABILITY TO OBTAIN  
INFORMATION REGARDING DEPOSITORY ACCOUNTS AND LOANS  
DULY PASSED ON March 16, 2017**

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**AUTHORIZING THE SIGNING OF CHECKS and ABILITY TO OBTAIN INFORMATION**

WHEREAS, **Comal County Emergency Services District #1** maintains a checking account and a Loan at **Broadway Bank**;

WHEREAS, the **Commissioners** hereby designates and authorizes those individuals in the following positions to sign **Comal County Emergency Services District #1** checks and obtain information regarding the depository accounts and loan and place stop payments:

- 1) President, William "Bill" Gonser
- 2) Vice President, H Harrell Hicks
- 3) Treasurer, Rhonda Zunker
- 4) Secretary, Mark Schmalz
- 5) Asst. Treasurer, John Scheffler

WHEREAS, **two signatures** are required for checks written;

WHEREAS, the **Commissioners** hereby adopts this **Resolution For Signing and Endorsing Checks** as the instrument to properly set forth those authorized to sign checks and to obtain information regarding the accounts and loans as well as the names and offices of duly elected individuals; and

WHEREAS, *individuals in the positions designated as check signer's change from time to time;*

RESOLVED, that the Board of Directors hereby appoints the **President** as the authorized representatives of the **Comal County Emergency Services District #1** to sign corporate resolutions making changes in names of individuals in the designated positions of authorized people to be filed with **Broadway Bank**.

RESOLVED FURTHER, that the officers of **Comal County Emergency Services District #1** are, and each acting alone is, hereby authorized and directed to take such further action as may be necessary, appropriate or advisable to implement this resolution and amendment and any such prior actions are hereby ratified; and

We, the undersigned, hereby certify that the **Commissioners of the Comal County Emergency Services District #1** is comprised of 5 members, of who 5, constituting a quorum, were present at a meeting duly and regularly called, noticed, convened and held this **16th day of March, 2017**, and that the foregoing Resolution was duly adopted at said meeting by the affirmative vote of 5 members, and opposed by 0 members, and that said Resolution has been duly recorded in the MinuteBook and is in full force and effect.



\_\_\_\_\_  
Bill Gonser, President

**Financial Report**

**Comal County ESD #1**

**March 12, 2017**

Checking Account Balances (as of 03/11/2017):

Operating Account BNB	\$2,876,637.62
Checks issued not cleared	0.00

Outstanding Bills:

Denton Navarro Rocha Bernal Hyde & Zech	\$ 97.50
VFIS (D & O Insurance)	1,582.00
Mark Schmalz – Safe D Travel Reimbursement	102.72
John Scheffler – Safe D Travel Reimbursement	117.18

\*Checks authorized not issued – ran out of checks

US Postal Service	64.00
Safe-D Membership Renewal	1,100.00
Comal County Appraisal District (Balance due)	<u>\$19,795.85</u>

Total Bills outstanding 22,859.25

**Available Funds**

*H. Hicks*

**\$2,853,778.37**  
81.32  
**2,853,697.05**

2017 Tax & Interest Receipts are \$2,459,658 compared to Mar 2016 YTD of \$2,343,212.

Safe-D Conference – Possible reimbursements for Gonser & Hicks.

Post Office Box renewal is normally up in February. Per Post Office Representative \$64 per yr.

i have uploaded the copies of BSBES Insurance Coverage on Real Estate and Vehicles along with our complete Liability Coverage to **Board Effects/ESD1/Library/Other Files/Insurance Policies & Coverage.**



CCESD #1 - Operating Account History

Date	Payee or Description of Transaction	Check #	Cleared	Debit	Credit	Balance	Balanced
1/1/2017	Balance Forwarded					1,084,958.28	
1/4/2017	Payment to Service Provider - BSBES			170,000.00		914,958.28	
1/4/2017	Broadway Bank - Payment on Station 3			19,225.00		895,733.28	
1/8/2017	Comal County - Wire for collections				1,125,502.49	2,021,235.77	
1/15/2017	Interest earned on account				315.50	2,021,551.27	xx
1/19/2017	Southside Bank - Annual Payment on #2	1080	x	98,077.99		1,923,473.28	
2/1/2017	Payment to Service Provider - BSBES			170,000.00		1,753,473.28	
2/1/2017	Broadway Bank - Payment on Station 3			19,225.00		1,734,248.28	
2/8/2017	Comal County - Wire for collections				1,118,563.61	2,852,811.89	
2/13/2017	Voided check	1081				2,852,811.89	
	Rhonda Zunker - Safe-D Registration,						
2/13/2017	Treasurer's Bond & Legal Posting	1082	x	2,001.66		2,850,810.23	
2/16/2017	Denton, Navarro, Rocha Bernal Hyde & Zech	1083	x	156.00		2,850,654.23	
2/16/2017	Harrell Hicks	1084	x	68.02		2,850,586.21	
2/16/2020	Interest earned on account				579.50	2,851,165.71	
3/1/2017	Broadway Bank - Payment on Station 3			19,225.00		2,831,940.71	
03/06/2017	Comal County - Wire for collections				214,696.91	3,046,637.62	
3/9/2017	Payment to Service Provider - BSBES			170,000.00		2,876,637.62	xx
							rtz

3-B

**CCESD#1 PROPERTY TAX REMITTANCES FROM COMAL COUNTY**

<u>MONTH</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
JAN	\$ 1,071,739	\$ 1,166,234	1,319,077	1,125,502
FEB	679,366	728,628	752,756	1,118,564
MAR	192,580	220,714	270,391	214,697
APR	59,106	68,543	63,349	
MAY	30,457	22,384	25,188	
JUN	29,669	28,716	30,222	
JUL	24,477	20,148	21,267	
AUG	23,595	26,434	22,396	
SEPT	7,790	8,472	14,978	
OCT	4,735	5,867	4,141	
NOV	67,054	7,759	23,971	
DEC	165,127	194,537	258,978	
<b>TOTAL</b>	<b>\$ 2,355,695</b>	<b>\$ 2,498,437</b>	<b>\$ 2,806,714</b>	<b>\$ 2,458,763</b>

Note: The 2017 budget for revenues from taxes & interest is \$2,911,012

<u>MONTH</u>	<u>Interest payments received</u>	<u>2016</u>	<u>2017</u>
JAN		418.30	315.50
FEB		569.61	579.50
MAR		670.47	
APR		741.25	
MAY		576.20	
JUN		547.11	
JUL		492.83	
AUG		415.66	
SEPT		406.41	
OCT		316.03	
NOV		280.01	
DEC		270.32	
<b>TOTAL</b>		<b>5,704.20</b>	<b>895.00</b>
<b>Total Tax Receipts &amp; Interest</b>		<b>2,812,418</b>	<b>\$ 2,459,658</b>

32

Meeting Minutes and Recommendations  
Apparatus Committee  
February 27 2017

1. Discuss disposal of surplus equipment.

The committee discussed the disposal of ESD 4's boat. The consensus was it does not operate well in swift water. The motor could be saved as a possible spare for new boat. The complete unit could also be kept as a spare for the new boat. The committee makes no recommendation.

The committee discussed ESD 4's Dodge brush truck 6378 and recommends it be sold.

2. Discuss purchase of a new swift water rescue boat.

The committee discussed ESD 5's purchase of a swift water rescue boat. A grant from WORD (Water Oriented Recreational District) will pay half of the estimated \$25,000.00 cost. The unit includes a trailer, boat and motor. The existing ESD 4 boat already has the swift water equipment which could be moved to this boat. The committee recommends that ESD 5 take advantage of the grant and purchase the boat.

3. Discuss and recommended whether the tender scheduled for purchase this year should be made as scheduled or postponed.

The committee discussed the new tender for ESD 5. T-72's capacity is the smallest in the fleet, it is under powered and required \$17,000.00 of repairs to put it back in service in 2014. The committee recommends ESD 5 continue with the purchase of a new tender.

4. Review existing Apparatus Committee documents and make plans to update and revise them as necessary.

The next committee meeting will focus on developing a recommended criteria for replacement of each type of equipment. Upon approval of the ESDs the committee will apply the criteria to projections for each vehicle.

5. Adjourn 6:30 The next meeting was not scheduled.



**Physio-Control, Inc**  
11811 Willows Road NE  
P.O. Box 97006  
Redmond, WA 98073-9706 U.S.A.  
[www.physio-control.com](http://www.physio-control.com)  
tel 800.442.1142  
Sales Order fax 800.732.0956  
Service Plan fax 800.772.3340

To BULVERDE-SPRING BRANCH EMS  
Attr: Michelle Salmon, EMS Training Officer  
4201 US 281 N  
SPRING BRANCH, TX 78070  
8304382121

Quote Number 00073338  
Revision # 1  
Created Date 3/10/2017  
Sales Consultant Chad Lewis  
(210) 884-0891  
FOB Redmond, WA  
Terms All quotes subject to credit approval and the following terms and conditions  
NET Terms NET 30  
Expiration Date 6/8/2017

*Approved for purchase*  
*Michelle Salmon*  
*President ESO1*

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	34,960.00	-4,544.80	30,415.20	60,830.40
99576-000043	LUCAS 3.0 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, 2 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE	2.00	15,950.00	-2,073.50	13,876.50	27,753.00
11996-000393	McGRATH MAC EMS Video Laryngoscope	2.00	2,750.00	-357.50	2,392.50	4,785.00
11140-000015	AC power cord	2.00	81.00	-10.53	70.47	140.94
11140-000052	LP15 REDI-CHARGE Adapter Tray	2.00	206.00	-26.78	179.22	358.44
11141-000115	REDI-CHARGE Base (power cord not included)	2.00	1,520.00	-197.60	1,322.40	2,644.80
11160-000011	NIBP CUFF-REUSEABLE,INFANT, BAYONET	2.00	21.00	-2.73	18.27	36.54
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	2.00	24.00	-3.12	20.88	41.76
11160-000015	NIBP CUFF-REUSEABLE,ADULT, BAYONET	2.00	30.00	-3.90	26.10	52.20
11160-000017	NIBP CUFF-REUSEABLE, LARGE ADULT, BAYONET	2.00	33.00	-4.29	28.71	57.42
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	2.00	48.00	-6.24	41.76	83.52
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	2.00	640.00	-83.20	556.80	1,113.60
11171-000050	Rainbow DCIP Pedi Reusable Sensor, 1/box	2.00	705.00	-91.65	613.35	1,226.70
11260-000039	LIFEPAK 15 Carry case back pouch	2.00	82.00	-10.66	71.34	142.68
11576-000060	LUCAS Battery Desk-Top Charger	2.00	1,170.00	-152.10	1,017.90	2,035.80
11576-000071	LUCAS Power Supply	2.00	358.80	-46.64	312.16	624.31
11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2.00	712.00	-92.56	619.44	1,238.88
11577-000001	LIFEPAK 15 Shoulder strap	2.00	37.00	-4.81	32.19	64.38
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE WHEN ORDERED WITH DEVICE: 11577-000001 Shoulder Strap	2.00	320.00	-41.60	278.40	556.80
11996-000394	McGRATH 3.6V EMS Battery	2.00	60.00	-7.80	52.20	104.40
11996-000414	McGRATH MAC 2 Laryngoscope Blades, Box of 10	2.00	160.00	-20.80	139.20	278.40
11996-000414	McGRATH MAC 2 Laryngoscope Blades, Box of 10	2.00	160.00	-20.80	139.20	278.40
11996-000416	McGRATH MAC 4 Laryngoscope Blades, Box of 10	2.00	160.00	-20.80	139.20	278.40
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	8.00	469.00	-60.97	408.03	3,264.24

Subtotal USD 107,991.01  
Estimated Tax USD 0.00  
Estimated Shipping & Handling USD 185.00

**Grand Total USD 108,176.01**

Pricing Summary Totals

List Price Total	USD 124,127.60
Total Contract Discounts Amount	USD 0.00
Total Discount	USD -16,136.59
Trade In Discounts	USD 0.00
Tax + S&H	USD 185.00

GRAND TOTAL FOR THIS QUOTE

USD 108,176.01

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

\_\_\_\_\_  
CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Reference Number CL/12501302/127753

**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 healthcare 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.