



Torrance County

BOARD OF COUNTY COMMISSIONERS (BCC)

Ryan Schwebach, Chair, District 2

Kevin McCall, Member, District 1

LeRoy M. Candelaria, Vice Chair, District 3

Janice Y. Barela, County Manager

Juan Torres, Deputy County Manager

John Butrick, County Attorney

Donald Dirks, County Fire Chief

Yvonne Otero, County Clerk

Due to the Governor's Public Health Order, there is limited seating available. The meeting will be available via Zoom and the link can be found on the County's website

<https://www.torrancecountynm.org/calendar/3/794Commission-Meeting>

ADMINISTRATIVE MEETING

AGENDA

FINAL

WEDNESDAY, January 26, 2022 @ 9:00 AM

205 S. Ninth Street, Estancia, NM 87016

1. Call to Order

Chairman Schwebach: Calls the January 26, 2022, Regular Commission Meeting to order at 9:00AM

2. Invocation and Pledge of Allegiance

Pledge lead by: Chairman Schwebach

Invocation lead by: Commissioner McCall

3. Changes to the Agenda

Madam County Manager Barela: States that there is a change to the agenda. We are requesting to move item Executive Session 14A to approve Manager purchase of Torrance County fairgrounds to be right before item #11A adoption of resolution approving the acquisition of real property Fairgrounds.

Chairman Schwebach: Moved resolution item #11A to be after Executive Session 14B.

Chairman Schwebach: Motion to change the agenda.

4. PROCLAMATIONS

5. CERTIFICATES AND AWARDS

Commissioner McCall: Stated that he would like to present these two plaques and a big check to the County in the amount of \$7,000 while he was in Santa Fe. The County got a rebate check from the New Mexico County Workmen Computable for deduction in workmen comp. claim. We were one of three or four Counties that received a \$7,000 rebate, so “good job staff throughout Torrance County in keeping yourself safe. We were the longest County participating in the RAP award program, and that also had to do with the workmen comp. We are at 14 years, and the closest County to us was at 9 or 10 years. Shout to Nick and all of the Safety Committee and all of the representatives of each department that participating in the safety committee. It was nice to receive these plaques and check on behalf of Torrance County at the Santa Fe New Mexico Legislative Conference. Good job staff of Torrance County, as a Commissioner I am super proud of you and keep up the hard work.

Chairman Schwebach: I reiterate that, a lot of that goes to Nick even though he is retired and no longer with us he will be missed. Luckily, he did set the stage for us to continue this. Good job Torrance County.

Vice Chair Candelaria: I want to say the same thing. Nick started this during my first or second term in office. When he brought up the RAP I told him to handle it and go with it, and he did and this the result that we get after so many years. He has put in a lot of work and passion in getting it done, and I hope we can continue with whomever takes his place.

A. MANAGER: Announcement of Employee of the Quarter: Donald Goen (Planning & Zoning)

Madam County Manager Barela: States that Donald have received quite a few nominations. Don has been exemplary in his duties here in the County and goes above and beyond in many ways. He consistently exemplifies his costumer’s service. He was instrumental in this last quarter in keeping Planning and Zoning office open during the time when we were experiencing very challenging time in that office. Covid hit that office hard. He was covering that office single handily during many days of being by himself during that time. He’s also a great welcome knowledge for the staff and the public when it comes to Planning and Zoning issues and is very helpful on the phone and in person. We are very proud to present to him this award for employee of the quarter. He gets to have his picture on the wall and also get one day off, so we are excited to see him take that well deserved day of rest.

Chairman Schwebach: Stated excellent and thank you.

6. BOARD AND COMMITTEE APPOINTMENTS

7. PUBLIC COMMENT and COMMUNICATIONS

Madam County Manager Barela: Stated that we have two people signed up for public comments, one Debby Maberry from Extension Office.

Debby Maberry: Good morning, Commissioners, County Manager. I just want to kind of go over briefly with the stuff we’ve been doing this last year. One of the things I’ve been doing is making sure

that our social media is active. The last two years we have been doing the egg to chicks' program that we normally do with the kindergarten program online, so for 21 days I put in the information for the embryotic development for the chicks and even turkeys. I would put charts, information's, and videos. On the hatch day I would do a Facebook live, and post videos of them hatching as well. The views were doubled from last year to this year. There were over two thousand views on the hatch day alone. When the kids are out of school every week, I would make activities sheets so they can learn different things. I would send them to different lunch drop off in the County. We would give it to them in their lunches. I still do it for the locals' libraries and the home school kids, and library patients can come and pick them up. We did over eighty classes and presentation this year. All but six of them were in person. Most of them were with the youth, it took a lot of organization and details to put these classes. Most of these classes are three staggered classes, and everything must be clean and sanitized in between the classes. We were able to provide quite a few classes. We are working in the schools. We did summer school for I can nutrition. We are working with Estancia for the second grade right now for this year. We have been working with the Moriarty for the fifth-grade students for this year and doing after school for the 4-H program, where I am doing demonstration on different 4-H projects every week at the Moriarty Elementary School. We also did archery, rifles, hybrid ceramic, knitting, and cross stitching, and we are also doing the dog projects currently as well. Do you guys have any questions?

Chairman Schwebach: Stated he has a statement. Thank you for not letting Covid slow you down, reaching out to those kids I truly appreciate that.

Debby Maberry: Thank you, a lot of kids were suffering because they did not have activities. So, I made it appoint to start up with the archery and the ceramics, and even if I must deliver it to their house or I would meet them at the hardware store so these kids can be active. With archery I know I can keep them six feet apart and participate with that, and we moved on to rifles once my rifle leaders were here. We were one of the first group that were able to work with the kids. When Covid hits March of last year. They told us in June if we have a negative test, we can start training the staffs to start working with the kids in archery as soon as I could. It's been good. It is great for the kids for them to interact with others to have fun and learn. We are also starting up the kitchen creation class this month on zoom for cooking nutrition foods. It starts on Feb. 2nd, and it will be four Wednesday from 10am to 12pm. Anybody can join, it's a diabetic cooking class with a nutritionist. We still have the AG job position open, if you want to apply, please do. It will close on the 31st. We will also post the formal assistance position as well again.

Commissioner McCall: Mr. Chairman I would like to echo your comments, and I appreciate the work that you are doing with our youth. If we can make ambassadors in this Community to go out and educate others, I think we may have done our jobs within our Community.

Madam County Manager Barela: State that the other public comment speaker is Tracey Master from DWI Coordinator through zoom.

Tracey Master: Good morning, Mr. Chair, Commissioners, Madam County Manager, and the Staff, and members of the public of Torrance County. I know I have update you guys in the last meeting, but something has happened since then. I'm pleased to announce that we had a virtual site visit with the Department of Finance and Administration last week with our Program Manager. We are on track to accomplish everything that we are set out to accomplish for FY22. The Program Manager is pleased in spite with all the Covid stuff we can continue with our prevention activities and working outside the

box. We have a community service project coming up in February and March for diapers and baby wipes drive. We have collection locations in Edgewood, Estancia, Moriarty, and Mountainair. We will have date where we will be out there to collect as well, and distribution will be in March at all four sites as well. People have asked what this has to do with prevention. If people can't meet their basic needs, and their basic needs aren't met. Then it makes it very difficult to do other prevention type programs. We don't want DWI Prevention to just simply stop people from driving user, we want to prevent it from happening in the first place. If we can help them with their basic needs, then that's great. The community service project is very beneficial for our Torrance County Teen Court participants. We will finally have our in-person BINGO on Feb. 11, 2022, at the Moriarty Lions Club, and like all prevention activities this is free to the public. We also have donated prizes. The Arrive Alive Tour has arrived, and I would encourage you to google it to get more information on that. The Arrive Alive Tour provides a simulator that is taken to high schools for students to have the opportunity to learn about impaired driving by utilizing this simulator. It has been several years since we have one here, and we can have it in all three of our high schools. This is kind of like a teaser, but we have a big project coming in the Moriarty area and I hope you will stay tuned. We are very excited about this one. We will not only announce it on Facebook but also other media attention. I now sit for question.

Chairman Schwebach: Are we going to get a trailer too, and not just the teaser?

Tracey Master: I will say that it has to do with the fact that in Moriarty there are over sixty students that are homeless. While we can't provide homes we can provide them with the basic needs, and we are very excited to do so. If I may, say thank you to County Manager Barela because this is big, and I appreciate your support.

Deputy Manager Juan Torres: Mr. Chair, Commissioners Nick Sedillo did post a comment and I would like to read it to you if I may.

Chairman Schwebach: Proceed

Deputy Manager Juan Torres: All Torrance County Employees deserved recognition for their contribution and commitment towards their safety, and for those who we serve as public service.

Chairman Schwebach: Thank you Nick!

Commissioner McCall: Thank you Nick!

Vice Chair Candelaria: Thank you Nick!

8. APPROVAL OF MINUTES

A. **COMMISSION:** Motion to approve the December 8, 2021, Torrance County Commission Meeting Minutes.

Chairman Schwebach: So, we have two minutes here from Dec. 8th, 2021, and Jan. 12th, 2022, but I do not have them online. Have they been published online publicly?

get these completed in time for the agenda and it was not completed in time to publish. If you feel more comfortable to let the public have a view of this, and then approve it at the next meeting that is certainly an option. We can upload this as well to the website since it is not currently uploaded.

Chairman Schwebach: I make a recommendation as a Commissioner I will feel more comfortable if the public is more aware of it. Is the staffing back to normal in the Clerks' office?

Madam County Manager Barela: No, they are still short staff. I am working very closely with the Clerk and the Deputy Clerk to find an alternative way, and work with them to see how we can get this done in a timely manner.

Chairman Schwebach: I think by statutes, we need them published with in ten days of the meeting.

County Attorney John Butrick: Mr. Chairman, Commissioners. Just so you know that a draft has to be available to the public with in ten days of the meeting is complete. In term of being on the actual Agenda we did comply with the open meeting act, and you could approve those meetings today if you wanted to.

Chairman Schwebach: I usually reviewed the minutes on the public agenda. I have not reviewed them yet, so I rather wait.

B. COMMISSION: Motion to approve the January 12, 2022, Torrance County Commission Meeting Minutes.

9. APPROVAL OF CONSENT AGENDA

A. FINANCE: Motion to approve payables.

Chairman Schwebach: Motion to approve the Consent Agenda. Any discussion?

Vice Chair Candelaria: Second the motion.

Rolled Call Vote: District 1 voted yes, District 2 voted yes, District 3 voted yes. All Commissioners in favor. Motion Carried.

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

11. ADOPTION OF RESOLUTION

A. MANAGER: Motion to approve Resolution 2022-__8__, a resolution approving the acquisition of real property (Fairgrounds).

B. MANAGER: Motion to approve Resolution 2022-__7__, FY2023-2027 Infrastructure Capital Improvement Plan, superseding Resolution 2022-6.

Chairman Schwebach: I now open the floor for discussion.

Commissioner McCall: two weeks ago, when we were really thinking about capital outlay and Legislation. It kind of hit me after talking to a local contractor. We are fully funded for the public work building at 550k, and just got the appropriation to move forward with that. I am very concerned Commissioners that with the price of construction and where it has gone that this 550k is just not going to do it. Plans are drawn and I kind of have a decent handle on what it's going to take. Manager Barela and I are trying to figure out how to get this back on the ICIP list, to where we could have some potential funding to raise the 550k, to where we could maybe get this project off the ground. That was the reason for this. Do we have an answer from the State? As to if can we add it.

Madam County Manager Barela: Mr. Chairman, Commissioner McCall. We have the answer that we cannot request to open our ICIP or Capital Outlay and then do it. What must be done, is that we must go through our Legislators, and because of me being out sick I haven't had the opportunity to reach out to them yet. That was on my list of things to do either this afternoon or tomorrow.

Commissioner McCall: So, we must reach out to the Legislators and let them know.

Madam County Manager Barela: Yes, and they will be the one to request that we would be allowed to put this on. One of the things I've learn also is the importance of adding this to our ICIP list today if it is approved by the Commissioners. Is that I have heard in the past that our Governor will go through and have staffs reviewed every one of the appropriations in the bill that our Legislators have given and check to see whether that is part of the ICIP list. If it is not, she has been line item vetoing it. That's why we are here today before you in requesting, that this is something you want funding for in this Legislative session, for it to please be added to the ICIP list.

Commissioner McCall: If I am hearing you right, we cannot add this to our official ICIP list.

Madam County Manager Barela: Yes, but we can always update our ICIP list. We will let them know that its been done, and it is included in the ICIP list. There's to different things, one is an ongoing every changing ICIP list is that the County finds new projects that they want to work on with new initiative looking forward even for many years that's a living document. The Capital outlay request, whenever we fill out that request and put it in. It's those project that are specifically requesting funding for during this Legislative Session, and it must include whatever you have on your ICIP list. Usually that is how it works. I know that Juan can speak more on that, because he has been working on those kinds of projects more than I have.

Deputy Manger Juan Torres: Mr. Chair, Commissioners. You must have it on your ICIP list first. And then we would have a deadline before the session begin, and this year I believed it was on January 13th that you must submit all your Capital lay request. After that point we cannot submit a new Capital outlay request directly to, because when Covid hit they changed the way everything was done. It used to be where you would take a paper to your Senator or your Representatives, and they would sign off on it and then submit it. Well now it all done online, and we cannot access that after the 13th, so to move forward and have it requested. Our Senators and Representatives would have to be the one to filled out that paper and add it on our behalf.

Commissioner McCall: Last week when I was in Santa Fe and visited with some of our Legislators, they heard our request. I think we have a path forward; I think I can get a couple of Legislators to possibly look at the Road Department Building or the Public Work Building to give us a few more dollars for that.

Vice Chair Candelaria: the only concern that I have is now with the redistricting, how do we get support from all the Representatives. How can we get help from them too?

Commissioner McCall: Redistricting doesn't take place until when?

Madam County Manager Barela: Mr. Chair, Commissioner McCall. The redistricting will take place after the election, so we have our election in November. Until then we still have the same Representatives and Senators that we currently have.

Vice Chair Candelaria: Ok, it's just something that we need to be aware of the district changing and stuff like that.

Chairman Schwebach: I have some questions. Looking at this Resolution it has a whereas and a therefore, but it has no details. I am assuming that what we are looking at is to put some details in what to add to it.

Deputy Manager Juan Torres: Yes, Mr. Chair and Commissioners. Just like the previous one we would just be adding another project to our current ICIP list. In this case it would be the Road Department Shop that we would add it to the current ICIP list.

Chairman Schwebach: Do we have a dollar figure?

Deputy Manager Juan Torres: It will be up to you guys to request on how much additional funding.

Commissioner McCall: I would like to add an additional 250k. I hate to strap us on the low side, but I think 250 plus the 550 would get this building out of the ground. Maybe even do something that we weren't planning on doing. I know it has always been a tight budget on that building. I would like to publicly put Lenard Lujan on notice to that when this project gets going of the ground that he needs to get a little more involved as to working with Juan on this. I feel like as a department head, if this is their main shop could maybe do some of the leg works and some of the planning and help on that. Mr. Lujan I will contact you personally and put this on your radar.

Chairman Schwebach: So, with the appropriations I'm talking 250k and we are ready to break ground on it, and we already have money on it, we have plans. Will it potentially slow us down while waiting for bonds to be sold?

Madam County Manager Barela: Mr. Chairman, Commissioners. We have the reappropriations that has been authorized, so it passed Legislation. We have not received that agreement yet. DFA have that agreement, the bond has been sold. We in Torrance County have not received it. It has not come before you for approval to accept this money. I just want to let you know that the project we have not received an agreement. They said it has been taking care of as far as it's been drafted. It was kicked up to several level above the analyst that has been working with us. They still have not found it, and we went above that person's head and we trying to locate that so we can get it. These are some of the issues that we are dealing with.

Chairman Schwebach: I think we need to move forward, but I also ask this Commission to be prepared to go one way or another. I sit here seeing even though the State is slowing us down on our contracts. I do not feel that this County need to be slowing down. I am open to go one way or another if there is any wording, we can put in it with this ICIP for reimbursement. We are really looking at increase cost of building that everyone else is doing, and that is why we are asking. We have a plan, and we are moving forward with it. We might as well ask for it, because they have a lot of extra money right now. If we can word it to possibly reimburse an exiting plan that is shovel ready.

Madam County Manager Barela: Mr. Chairman, Commissioners. I know that the State with the Capital Appropriations does not work like that. They will not reimburse. You must have a notice of obligation, you have to tell them what exactly you are doing first. Then they have to send back an approval for the only single thing that we can use that money for.

Chairman Schwebach: I would strongly encourage us to push the envelope a little bit, because it seems like everything else in the days of Covid has been changed. I would like to go down that route.

Madam County Manager Barela: We can inquire.

Chairman Schwebach: I would like to inquire.

Deputy Manager Juan Torres: Mr. Chair, Commissioners, also if I may? Another thing to keep in mind, because the State is flush with cash as they stated last week. That might not be through severance tax bonds this year, and if it's through general funds then we are not going to have to wait for a sale. It comes down to how they word the final house bill and approve it. If its be sold to severance tax bonds you do have a point, there. You could potentially be waiting if we do receive the funding, whenever they sale the bonds, and to be able to receive it. If it is through general funds through the State as soon as it is sign into law those funds would be available to us.

Chairman Schwebach: I like that idea. That's something we take up to our Legislators saying the reason being. I say that the 250k is probably a good number. We looked at those numbers over two years ago when we finalized that number right, so it won't be too hard to tie together the cost of building material together.

Commissioner McCall: Mr. Chairman, and this is tough because we have not been able to put this project out to any sorts of bidding. By talking to a local contractor in the metal building world. The cost of metals has doubled, and the shell of this building is metal. I would of love to have some numbers or some bids to know if we come into first base or behind it. I apologized; I should have that about this when we were working on this on our ICIP list. It kind of skip my mind until I talked to this local contractor told me the cost of metal has doubled. I got real nervous thinking this building not even started out of the ground just due to lack of funding. That's why Manager Barela and I pushing hard trying to get it on that.

Action Taken:

Chairman Schwebach: Make a Motion to approve Resolution 2022-7 FY2023-2027 Infrastructure Capital Improvement Plan, superseding Resolution 2022-6.

Commissioner McCall: Second the Motion.

Chairman Schwebach: We will put in the amount 250k for that building for the propose of covering the cost of unprecedented cost in building materials.

Commissioner McCall: Mr. Chairman. I have spoken with the County Manager of Sandoval, and this is not just isolated to us. This is through out the State through out the Nation.

Rolled Call Vote: District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes, All in Favor. Motion Carried.

12. APPROVALS

A. FIRE: Motion to approve the use of American Rescue Plan Act funds to purchase needed items for crucial, life-saving medical equipment and apparatus.

Fire Chief Dirks: Good morning, Chairman, Commissioners, Ladies and Gentlemen. I am here today to request some funding from the American Rescue Act. Listed here for the total of \$480,483.36. The justification is in your packet. With the current addition of 911 services to include the contract closure of our current provider of the van life support. Instead of sitting behind on this I would like to have a jump start on this to bring us up to par. The monitor that we have currently is due to expire or be obsolete next month in February. The Auto Pulse machine is new with new technology. They work on Bluetooth, so we can send the information directly to the doctors at the hospital as we are treating the patients. Most of the impact ventilators are all to the additions to those monitors. All of this is for Covid patients to help them breath while we get them to the hospital. The advance monitor helps control their breathing and control the ventilator and its all automatic. All this information can be downloaded to the doctors at the hospital in real time. The type 1 ambulance I added, I found out in the last couple of days that we have the appropriation money that we have trouble getting hold of the State to find out if we can spend that money for a use ambulance. At this point I think the answer is yes, so I am waiting for the ambulance company to send me that. I think we can completely drop that off there, because we can order the ambulance with the apportion money that we have already been rewarded. The reason why I am asking for this is before Superior is going to disappear from us completely.

Chairman Schwebach: Commissioners, has anyone else have a chance to review this or visited with Chief Dirk.

Commissioner McCall: Slightly.

Chairman Schwebach: Chief Dirk I understand that in February we have an issue now. Is that I'm understanding?

Fire Chief Dirks: Correct.

Chairman Schwebach: I'll be the first one to admit that my first instinct when I say the 500k tag as a salesman is to differ it until I get more information on it. In light of Chief Dirk history and what I've seen him do, I feel like we have to take our time to muscles our ways through this.

Commissioner McCall: Mr. Chairman, I have a few questions for Chief Dirk. When I hear you say that there is a lot of monitors out there that is going to be expire in February, is there availability for new ones.

Fire Chief Dirks: There is.

Commissioner McCall: If there is that many agencies terming out and terming up then all of a sudden there is a supply and demand comes into an issue.

Fire Chief Dirks: I have gone ahead and got the quotes in advance, so we can actually get the jumps on ordering these as soon as we can. I have the quote for them from the company.

Chairman Schwebach: I would like to see those. What do we have in those funds currently available right now?

Madam County Manager Barela: Mr. Chairman, Commissioners. We have been giving half of the fund to date 1.5 million dollars, and we've spent the very minimal amount towards the things to be excepted with the land grant. One of the things we did learn, and Cheryl Allen is with us as well and she is willing to answer any questions you may have. We did also learn that instead of having to be specific on how we spend it. There has been a little more leeway that's been granted to those who have received this funding. In other words, in a small county that received 10k dollars or less we can use this like a standard deduction on your taxes that you don't have to prove that you have those expenditures for whatever the case may be. For use we don't have to prove that we have a hardship financially to use this for whatever we need. Instead, they're just stating that they understand that County and Municipality would have financial hardship, so they are allowing us to use up to 10 million dollars as a standard just for your daily and whatever you want to use it for. Outside of it you cannot create new positions are hire new staff, and they are maybe some other lines of restrictions on it, but this certainly would fall within the guideline of what this money will be used for.

Commissioner McCall: So, when you say state of the art new technology. Is our staff trained to use this equipment's once we, and if we were to get this?

Fire Chief Dirks: Right now, they are not trained to the new because they are not out yet, so nobody is trained.

Commissioner McCall: Is that a concern of yours? Is there schooling for that? Or is it just like get with it spend like five hours and learn these equipment's?

Fire Chief Dirks: I do have a paramedic that is up to date with the latest with the one we are using now. He's been the one that is looking into this, and they do have training videos. They are basically the big thing is the technology how we are going to have the hotspot to hook them up to get them to the hospitals and all of that. The monitors themselves are almost automatic. There will be a little bit of a learning curve to start out with.

Chairman Schwebach: Please speak on these hotspots a little bit because I am gathering without the hotspots there's no point in these equipment's.

Fire Chief Dirks: We do have hotspots that are here in the office that we received from our grant before. We are going to have them installed, but they are called cradle points. They are going to go in the

ambulance, and we have them here, and we are going to have them installed before we get these monitors. We are going to need them anyways. We can also use our phones as hotspots, which is why they are going to be hooked up through AT&T with our County phones if we need to. These cradle points are what we are going to use in the ambulances.

Chairman Schwebach: I would like to start with what you have presented, because I am trying to digest this. You said one of these items we can take off the list because it has been funded elsewhere.

Fire Chief Dirks: It is the Type 1 ambulance.

Chairman Schwebach: When will this Type 1 ambulance be available?

Fire Chief Dirks: I am waiting to hear from Global Ambulance Service who sales them. He called me last week before I found out that we can use the Appropriations funds, and say we got this Type 1 ambulance four-wheel drive, and it is exactly what we are looking for.

Chairman Schwebach: He just has one on the lot, and is it used?

Fire Chief Dirks: He just got it in, and yes, it is used. It is a 2019 with 25k miles on it.

Chairman Schwebach: Is it fully equipped?

Fire Chief Dirks: It is fully equipped and set up. All we go to do is put our stuff in there and go.

Commissioner McCall: I think it is important to know Mr. Chairman, that new ambulance are 2 to 3 years out. That's the dilemmas that we have. We have funding, but we just can't get one.

Fire Chief Dirks: We finally got a hold of the state, and they agree to possibly approve this if we give them the specs of that this morning.

Deputy Manager Juan Torres: Yes Mr. Chairman, Commissioners. That was one of the issues that we are having with the State. We have a new Representative and a new Project Manager, and we are working with him to get him to authorize this. We have to re authorize this appropriation in two years if we didn't get the approval. Then he left, and now we have another one. Trying to get a hold of them is very difficult, we end up having to go above his head. Finally got a hold of him and the states conceding that yes. If it meets all the requirements that is on the ICIP we will be able to use it in longer terms. So, a slightly used ambulance all I would request is that we would send them all the specs and everything, and from there they would issue the obligation so we can purchase it. Prior from that the State was kind of holding strong, saying no you can only purchase brand new. They finally realize with the chips shortage and everything else they decided it was ok.

Chairman Schwebach: We think we have the money. We think that is gone to be fine, but we don't have total conformation.

Deputy Manager Juan Torres: Correct. We do have the money allocated. We have 225k that was appropriated. The only thing would be the notice of obligation once we send the specs in.

Chairman Schwebach: Do we have that unit reserved and held for us. If not, I would like for that to happen today. Commissioners, do you see where I'm going with this?

Commissioner McCall: I see where you are going with this. I don't know if we can use any funding of ours. Unless it is a deposit, I don't think we can put any of our funding, and then use Capital Outlay Appropriation.

Chairman Schwebach: Staff, I know we are putting a lot on you, but I go back to my comments that I do not think this County should be operating as the State for this, and the envelopes needs to be pushed. We have had verbal commitment that this is ok, that we must do this. We have the possibility that in a week this unit could be sold to others. We have an ambulance service that no longer will be serving us. Are we going to have ambulance picking up our residents? So, in my opinion is it worth to gamble a little bit to push the envelopes to tide it up and deal with the State later. Because the State is not doing their job at this moment. Tell me where I'm off base here and where I am making mistakes.

Madam County Manager Barela: Mr. Chairman, Commissioners. I know you are asking for me to visit with the State and see whether we can make expenditure purchases and get reimbursed. In the event if we have to hold some kind of deposit in order for them to hold the ambulance. I just want to make sure that the Commissioners understand that we may or may not get that reimbursement. I'm thinking more on the line of we may not, and I wanted to you to be aware of that as well. If you are authorizing that to be paid, because anytime we have any sort of payments it needs to also be approve by the Commission.

Chairman Schwebach: What I am thinking is we have approved for you guys to tie up an ambulance. We have an ambulance, we've found, and the communications is that we want that ambulance. What's the timeline for working with the State to get the money? The main goal is not to let that ambulance go. With the State verbal commitment say look we have a deal we need to act on now. What is it going to take, do we need to send somebody up there to get the paper signed? I'm not looking to authorized anything else, I'm asking for you to look at every single angle. It may be as something very simple as you give me two thousand dollars and I'll hold it for two weeks. I'm not satisfied with our higher ups holding the strings on money that's already been allocated. They don't suffer, it's the residents that do.

Fire Chief Dirks: That was one of my concerns too. He had called me several times with a like ambulance and I have to tell him to go ahead and sell it, because I couldn't get it that fast.

Commissioner McCall: I absolutely hear you Mr. Chairman, but at the same time I caution us to not put our staff in a pickle. We are very close to crossing the line on that. I would rather give them the ability to make some phone calls and see how fast we can get some funding.

Chairman Schwebach: I hear you too. The frustration level is very high right now.

Commissioner McCall: I know, and I can hear it, but at the same time I just don't want us to put ourselves and our staff in a pickle. I think it would be appropriate to give our staff the direction that this is priority and do what you can and as fast as you can. I think that is appropriate.

Chairman Schwebach: On to item #2 if you would Mr. Dirk.

Commissioner McCall: I would like to see out of those five. Could you rank those in terms of your importance? I mean I know that they are all important. I'm not trying to diminish one over the others. Are they in order?

Fire Chief Dirks: They are in order. The monitors are definitely number two on the list.

Commissioner McCall: For these monitors. Are they portable, and they are not attached to the ambulance?

Fire Chief Dirks: They are totally portable. They can be attached, but they are not attached.

Chairman Schwebach: This price tag is \$171,000 for all four of them?

Fire Chief Dirks: Yes.

Chairman Schwebach: Consumable five years warranty covers all four of them. How long is the consumable?

Executive Assistant Hannah Sanchez: The consumable is those like the AED pads and your electros.

Chairman Schwebach: How many patients does that give us?

Executive Assistant Hannah Sanchez: On an average we get about a pack of EKGs, and that can possibly last up to five patients. Depending on what level we do, we do four or we do twelve. AED pads we put three on the monitor, so that will handle three patients at a time.

Chairman Schwebach: I see a five-year warranty here. What are the life expectancies on these machines?

Executive Assistant Hannah Sanchez: That I don't know. I know that the current life on three of them that we got last year is expiring next month. The problem is that with new technologies come out and they deplete, and we can't find anything like batteries for them. It's really hard. The reason why we are asking for this specific Zoll, is because we can give the doctors an actually look at what we are doing in the back if its like CPR. The Auto Pulse is a very awesome machine. A lot of time when first responders go one unit at a time with one person the Auto Pulse does the CPR for you while we can be getting the necessarily drugs ready to help jump start their heart. It'll be like your epinephrin, ketamine any thing like that, but the Auto Pulse will do the CPR compression for us.

Chairman Schwebach: So currently you would call and talk to the doctors on the phones or wait to get to the ER.

Executive Assistant Hannah Sanchez: Correct, or we would just give a radio report while enroute.

Chairman Schwebach: this is real time in which case the doctors can administer direct.

Executive Assistant Hannah Sanchez: Correct.

Chairman Schwebach: This is why the new monitors is such a key. Will we have four indivial trained to use these machines and administer it.

Executive Assistant Hannah Sanchez: All of us are trained to use the monitors. Only the Paramedics are the ones that can administer the drugs portions of it. Which right now we currently have three paramedics on staff.

County Attorney John Butrick: Mr. Chair, Commissioners. Just as an additional thing. As part of what was provide to us by fire, there is a five- or six-page software solution master services agreement. Obviously, a lot of fine print, and this is the first I've seen it. We will probably not be going to have a lot to say as to what is in here or change a lot of it. Having not reviewing it, I can not give you an answer or advise you one way or another.

Executive Assistant Hannah Sanchez: Mr. Butrick, that form that you are looking at is the FDA approval. They all have to be approved before they can sell them. It's just basically the break down of what the monitors do, and what's been approved by the FDA.

Commissioner McCall: I take the \$501,183 minus \$150,000 and I come up with \$351,183, and I see the total back here is \$332,661. I know I'm asking a lot really quick, but you are overshooting a bit.

There is a discussion between Chief Dirk and Commissioners on the amount to subtract for the ambulance. A decision was made to subtract \$150,000 for the ambulance.

Commissioner McCall: At the end of the day \$332,661 is the end result.

Chairman Schwebach: Items two through five are all coming from Zoll. Is that correct?

Fire Chief Dirks: Correct.

Commissioner McCall: So, like an impact basic ventilator is also timed four? Is all of this to equip the ambulance?

Fire Chief Dirks: Correct. All the items are times four to equip the ambulance, and we currently have three. We actually have four operational. Two of those are for backups.

Executive Assistant Hannah Sanchez: The purpose of having four, one in each truck. Is say we have to call one of the paramedics from his house he can stop at the closes station to him, and he'll be ready to go. Because we stock all our ambulance up to the ALS levels so he can run out to any station and go.

Chairman Schwebach: So, he wants to sell the ambulance for \$129,000, and we have \$150,000 available from the State? And it just a matter of getting the paperwork done? So, we don't have to worry about any other funds.

Grants Manager Cheryl Allen: Hi, I just wanted to let you know that if you decided to approve this with the ARPA funds. How it will work for the billings is that on April 30th, we will report our next billing and that's when we can request that standard deductions. That standard deduction at that point we can claim up to the full amount of our award, it also has a line in there where we can list any obligations. So, if you do approve this today, this would just be one of the obligations that are listed in there and we have to provide justification on this project.

Madam County Manager Barela: Mr. Chairman, Commissioners. I have a question for Cheryl. If I may? What the Commissioners is looking to approve today. Outside of the standard deduction will this still be a legible project for funding with the ARPA funds.

Grants Manager Cheryl Allen: I would say yes, the specification that Chief Dirk has provided will tie it up to the Covid epidemic, so I don't see a problem with that.

Madam County Manager Barela: So, we won't have to wait to report that we are doing the standard deductions to use this money for these purchases.

Grant Manager Cheryl Allen: That's correct.

Commissioner McCall: I will concur to that. I was in the Commissioners Affiliation meeting, and New Mexico Counties just talking like the Feds really loosen up the reins. They kind of put up one slide on what you cannot and do not spend the funding on, and the rest of it was kind of like we can figure out how we can make it fit. So, I would agree with that. I have a question. You said Cheryl that we can apply to get the 1.5 million with up front in our account.

Grants Manager Cheryl Allen: We got the 1.5 million already been issues to us, and they'll issues the second half later. What will happen is with the revenue lost. The standard deduction relates to the revenue lost aspect of ARPA. Which we really didn't qualify for it. What the Feds did is they look at all of the revenue lost that is reported across the Nation and they decided that it would be most helpful to all smaller Counties to just give them a standard deduction. We are eligible to apply for the standard deduction base off of our size and our awards. We can claim the full amount of the award because we can claim up to 10 million dollars. Since we didn't get a 10-million-dollar reward so we can claim the full amount of our award. If we do that, that basically goes into our general fund, and we can use that as what they call Government service. That opens it up to more infrastructure's projects, road project, and we could hire staff up to seven percent to what it was prior to Covid. There's a lot of flexibility, but there are some limitations on that. The spending doesn't necessarily have to be justified. Jeremy and I had talk about this and we still want to fill in all the justification and do a complete reporting just to protect the County.

Commissioner McCall: Would it be ok if we supplied you with just two of everything on the list today? I'm concerned of going the full meal deals all four all in at that price tag. I know that there are ARPA funds today and they still can be more ARPA funds later. To get them in your pockets using them, getting the staff trained. That's where I am coming from Commissioners. If we take that price tag of \$332,661 and cut it in half \$166,330 and supply them with two of everything on the list.

Chairman Schwebach: Are our current one fixing to expire next month? When they expired what does that mean?

Executive Assistant Hannah Sanchez: Correct, when it expires, we have to spend money to get them recalibrated, so we actually have to send them off to Life Pack so the can recalibrated them. Like I say finding batteries for them is hard and the batteries don't last so long. We are ranging about three months at a time, and they take two batteries.

Chairman Schwebach: How much are the batteries?

Executive Assistant Hannah Sanchez: The Batteries are about four to five hundred dollars each.

Commissioners McCall: Did you say, primarily you are using to units?

Fire Chief Dirks: Yes, to get us started. To see if we would like that I would accept that.

Executive Assistant Hannah Sanchez: I hate to be pushing it, but we are talking about get another ambulance. We currently run two. Will there be a possibility in getting three? And that way we can have those three ambulances that we have available to run, and maybe later on down the road if we like the get another one.

Commissioner McCall: I'll say it again. It's a matter of putting it on the agenda to get it approve to get a third one or a fourth one. I think it's important that Superior is still here and still working currently. I just feel more comfortable in getting you two, and the third if this ambulance comes about. How long is it going to take Zoll to get us this equipment?

Executive Assistant Hannah Sanchez: When I spoke to Zoll's last I made sure that they were on statewide agreement, and they are available now. They communicate with us everyday to see where we are at on the quote, we can send them out now they are ready to ship. That is why we put them on the agenda.

Chairman Schwebach: I hear what commissioner McCall is saying. Are you sure these are the items want?

Executive Assistant Hannah Sanchez: These monitors are a lot better than Life Pak; they give us a lot more detailed oriented results to a patient then a Life Pak does.

Vice Chair Candelaria: How much longer is Superior going to be with us?

Executive Assistant Hannah Sanchez: We are not quite sure; they haven't been in the County.

Chairman Schwebach: What do you mean they haven't been in the County?

Executive Assistant Hannah Sanchez: they pulled their rig to go to Albuquerque.

Chairman Schwebach: So, they're checking out.

Fire Chief Dirks: Yes. I've spoken to Mr. Archuleta a few days ago, and he said just let me know when you want me to leave. He does not care he is not making any money out here. We have contacted AMR another transport service, and they say they were going to send us a quote and we haven't heard from them.

Chairman Schwebach: I know you don't like this Commissioner but started down this road and it clear that we are not getting back up elsewhere. We got to roll with it, if we going to do this now or going to be doing this tow months down the road. That's what I believe has to happen.

Commissioner McCall: I agree Mr. Chairman. My point of view is. To take on this much equipment without a thought of where this department is going, and with what funding and with what staff. I'm reluctant to spend that kind of money until we know the road map.

Fire Chief Dirks: I brought up extra personnel to stock up the two ambulance and I think they gave me two people. Which give us a part time ambulance, so I will come back with that map again with the new position we are going to need. Now with onset of billing we got that pass on the last thing. I don't know if its going to take one month, two months. I am not sure of the time frame before we see any return for it,

once we get that set up that will offset a lot of those cost. My plan for this year is to have two fully stock ambulances with two ALS personnel.

Chairman Schwebach: What kind of manpower do we have right now?

Executive Assistant Hannah Sanchez: Right now, we currently have five EMT basic and three Paramedic, and one intermediate.

Chairman Schwebach: We are looking for four fully stock ambulances. Do we have the manpower to operate them?

Executive Assistant Hannah Sanchez: Currently no.

Chairman Schwebach: That is relative to me. Where is the roadmap to get them stock? What kind of money are we looking at? Can we approve that money?

Fire Chief Dirks: To get them Stock we have the supplies. The medical supplies and all of that. For the personnel, we would have to hire more personnel, and approving new positions. That was going to be for the other presentation. That's for two and not four. Two ambulances full time 24 hours a day.

Chairman Schwebach: What is it going to cost to put the current equipment on a per unit bases?

Executive Assistant Hannah Sanchez: It's hard for me to give you a break down on what it's going to cost to put on an ambulance. Per PRC regulations we only keep a certain amount for everything. If we don't use it, we will put it back.

Chairman Schwebach: I'm talking about some of the long-term items. I understand of have the backups, but if we can't man them all. You are going to use the machine the whole time because we don't have the manpower for them. It makes more sense to me if it's a ten percent to have those other backups to get them up and running.

Executive Assistant Hannah Sanchez: I would say I agree with Commissioner McCall to do the two now, and as we can get the manpower and the other ambulance staff fully instead of part time just sitting in the station. Acquired those needed items as we gain them. I do agree with that.

Commissioner McCall: On the next meeting I would rather talk about staffing. I think Jeremy should have some numbers and maybe HR will have us some numbers. With some good concrete numbers as to what staffing is going to cost. Maybe on that meeting or the next meeting maybe we can get the ball rolling on more equipment. That was my concern on doing all four at once, because you don't have the staff for them. It's obvious we are about to be on our own and we need to be ready. I am committed to this, and I don't want to short citizen of Torrance County when it comes to medical services.

Action Taken:

Commissioner McCall: Motion that we take ARPA plans funds to purchase \$166,331 of equipment from Zoll, and that makes complete two units as presented.

Chairman Schwebach: Second the Motion.

Roll Call Vote: District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All in favor. Motion Carried.

B. FIRE: Motion to approve extension of the Fire Protection Grant funds awarded to the Torrance County Fire Department for the purchase of four (4) tenders, communication equipment and station renovations.

Chairman Schwebach: Made motion to approve extension of the Fire Protection Grant funds awarded to the Torrance County Fire Department for the purchase of four (4) tenders, communication equipment and station renovations.

Fire Chief Dirks: To correct this, this is not an extension. This is to just get the approval to expend the funds we received from the Commission. I have the approval letter and everything we just have to get permission from the Commission to spend those funds.

Action Taken:

Chairman Schwebach: Made motion to approve spending on funds for what it's been stated.

Commissioner McCall: Second the Motion.

Roll Call Vote: District 1 Voted Yes, District 2 Voted Yes, District 3 voted Yes. All in Favor. Motion Carried.

13. DISCUSSION

A. MANAGER'S REPORT, here to attached.

B. COMMISSINERS REPORT

1) **Commissioner McCall:** I would put a PSA out there, it is dry. As I was talking to Chief yesterday, they fought three grass fire. I know we got a little bit of moisture last night, but it is dry out there so be careful. Shout out to the fire department for stepping up and do what they do.

2) **Commissioner Schwebach:** I would like to reiterate just a couple of things. One with current Covid, I urge everybody to take it seriously take your health into your own hands and don't just ignore it. As a Community as a County schools, family we got to deal with it and manage it and its time to move on. I want to give another shout out to our Extension service for the underage programs. I think it is vital especially in these times, and these kids need that.

3) **Commissioner Leroy:** I want to thank a few people that help me put out that fire last week when I was heading to Santa Fe. On mile marker 47 on HWY 55. I saw the flame got down to stop the fire and few people saw and came to help. We were able to hold it off until the fire department came and put out that fire. Also, I want to thank Mike King from NMDA and took all of his fire extinguisher he had to help. I've talked to Stephanie with the new Districting, and she now have Duran in her District, and we talked about putting a water tank that we are trying to put there. And she's very excited abut that. I would like to thank Debby for keeping these kids

occupied. It just makes more productive citizen for our County. Its essential to have those kinds of people living in our County. Covid is around us be caution.

14. EXECUTIVE SESSION

Chairman Schwebach: Made a motion go into executive session. To discuss two items. Items 14A Purchase of Torrance County Fair Grounds – Closed pursuant to NMSA 1978 § 10-15-1(H)(8). Item 14B we will be discussing Personnel Matters, Discuss Limited Personnel Matters (County Manager), Closed Pursuant to NMSA 1978 § 10-15-1(H)(2).

Roll Call Vote: District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All in Favor. Motion Carried.

Entering Executive Session at 10:47AM

Action Taken:

Chairman Schwebach: Made a motion to come back into Regular Session from Executive Session.

Commissioner McCall: Second the motion.

Roll Call Vote: District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All in Favor. Motion Carried.

A. MANAGER: Purchase of Torrance County Fair Grounds – Closed pursuant to NMSA 1978 § 10-15-1(H)(8).

B. COMMISSION: Personnel Matters, Discuss Limited Personnel Matters (County Manager), Closed Pursuant to NMSA 1978 § 10-15-1(H)(2).

Action Taken:

Chairman Schwebach: Made a motion to come back into Regular Session from Executive Session.

Commissioner McCall: Second the motion.

Roll Call Vote: District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All in Favor. Motion Carried.

Entering back into Regular Session from Executive Session at 12:40PM

Chairman Schwebach: We discuss two items in Executive Session. Purchase of Torrance County Fair Grounds and the Personnel matters limited to the County Manager. No Action will be taken. We have differed item 11A until now.

11A.

Chairman Schwebach: Made a Motion to approve Resolution 2022- 8, a resolution approving the acquisition of real property (Fairgrounds). In granting signatures authority to the County Manager for closing documents, and the extension of the purchase agreement.

Commissioner McCall: Second the motion.

Roll Call Vote: District 1 Voted Yes, District 2 Voted Yes, District 3 Voted yes. All in Favor. Motion Carried.

15. Announcement of the next Board of County Commissioners Meeting: February 9, 2022, at 9:00 AM.

16. SIGNING OF OFFICIAL DOCUMENTS

17. ADJOURN

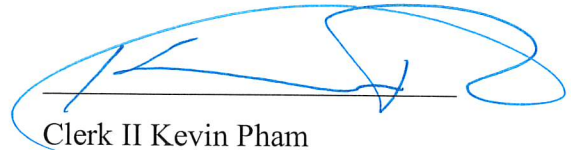
Chairman Schwebach: Made motion to adjourn.

Commissioner McCall: Second the Motion.

Meeting adjourns at 12:42PM



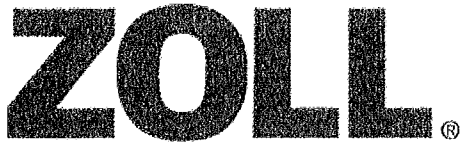
Chairman Schwebach



Clerk II Kevin Pham

2/09/22

Date



ZOLL Medical Corporation

269 Mill Road
 Chelmsford, MA 01824-4105
 Federal ID# 04-2711626

Phone: (800) 348-9011
 Fax: (978) 421-0015
 Email: esales@zoll.com

Quote No: Q-22470 Version: 3

Torrance County Fire District #3 McIntosh Fire Department
 757 Salt Mission Trail
 McIntosh, NM 87032

Quote No: Q-22470
 Version: 3

ZOLL Customer No: 311691

Issued Date: January 14, 2022
 Expiration Date: March 11, 2022

Dan Barela
 (505) 384-2810
 dan@rescuetnt.com

Terms: NET 30 DAYS

FOB: Destination
 Freight: Free Freight

Prepared by: Lavern Smith
 EMS Territory Manager
 lsmith@zoll.com
 +1 5054177965

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	715126	601-2231112-01	<p>X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View</p> <p>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru @ CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	4	\$44,519.25	\$36,895.33	\$147,581.32



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Torrance County Fire District #3 McIntosh Fire Department
 Quote No: Q-22470 Version: 3

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
2	715126	8900-0400	CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case	4	\$605.64	\$447.72	\$1,790.88
3	715126	8300-000676	OneStep Cable, X Series	4	\$459.64	\$339.79	\$1,359.16
4	715126	8009-0020	CPR-D-padz and CPR Stat Padz Connector for R Series	4	\$405.56	\$255.94	\$1,023.76
5	715126	8900-000219-01	OneStep Pediatric CPR Electrode (1 pair)	4	\$94.64	\$66.54	\$266.16
6		8300-000208	Microstream Advance Adult-Pediatric Intubated CO2 Filter Line, Short Term Use, Box of 25	4	\$275.00	\$218.63	\$874.52
7		8300-000200	Microstream Advance Adult Oral-Nasal CO2 Filter Line With O2 Tubing, Short Term Use, Box of 25	4	\$355.00	\$282.23	\$1,128.92
8		8000-001128	Accuvent Flow Tube (Box of 10)	4	\$625.00	\$511.78	\$2,047.12
9	715126	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	4	\$157.50	\$125.92	\$503.68
10	715126	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	4	\$252.35	\$201.76	\$807.04
11	715126	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	4	\$870.35	\$675.58	\$2,702.32
12	715126	8000-000372	rainbow® DCI-P® SpO2/SpCO/SpMet Pediatric Reusable Sensor	4	\$870.35	\$675.58	\$2,702.32
13	715126	8000-0580-01	Six hour rechargeable Smart battery	8	\$519.75	\$395.75	\$3,166.00
14	715126	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	4	\$1,022.02	\$755.53	\$3,022.12
15	715126	8000-000876-01	Paper, Thermal, w/Grid, BPA Free (Box of 6)	4	\$24.72	\$19.19	\$76.76
16		8000-000393-01	X Series Carry Case, Premium	4	\$350.00	\$341.25	\$1,365.00



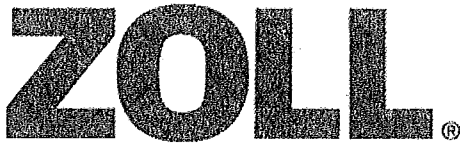
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Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
17		8778-89005-WF	<p>X Series - Worry-Free Service Plan - 5 Years At Time of Sale</p> <p>Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional lithium SurePower Batteries, discount on parameter upgrades, Lithium-ion SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. • ACCIDENTAL DAMAGE COVERAGE: Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. • BATTERY REPLACEMENT PROGRAM: Batteries must be maintained per ZOLL's recommended maintenance program -- Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault -- Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician.</p>	4	\$7,625.00	\$6,862.50	\$27,450.00
18		8400-110075	<p>Remote View for X Series, AWS hosted software solution, 5 year subscription</p>	4	\$3,995.00	\$3,995.00	\$15,980.00
19		8660-001400-01	<p>Z Vent® Portable Ventilator, Basic</p> <p>Includes: 1 each: Circuit, Vent, Single Limb, WYE, Adult/Pedi, 1 each: Circuit, Vent, Single Limb, WYE, Infant, 1 Assembly Oxygen Hose &quot; Long, 2 each: Filter, Foam, Inlet, 108&quot; dia X 1/2&quot; Long, Individually Bagged, 2 each: Filter, Disk, Fresh Gas/Emergency Air Intake, Individually Bagged, 1 Power Cord, 6&quot; 18AWG 3 SPT-2, NEMA 5-15P, IEC60320-C5 (Check MFR), 1Power Supply, 100-240 VAC, 100W, 24V, 42A, IEC 320 & amp; DT7L Plugs.</p>	3	\$12,869.85	\$9,974.13	\$29,922.39
20		8660-001401-01	<p>Z Vent® Portable Ventilator</p> <p>Includes: 1 each: Circuit, Vent, Single Limb, WYE, Adult/Pedi, 1 each: Circuit, Vent, Single Limb, WYE, Infant, 1 Assembly Oxygen Hose &quot; Long, 2 each: Filter, Foam, Inlet, 108&quot; dia X 1/2&quot; Long, Individually Bagged, 2 each: Filter, Disk, Fresh Gas/Emergency Air Intake, Individually Bagged, 1 Power Cord, 6&quot; 18AWG 3 SPT-2, NEMA 5-15P, IEC60320-C5 (Check MFR), 1Power Supply, 100-240 VAC, 100W, 24V, 42A, IEC 320 & amp; DT7L Plugs.</p>	1	\$18,019.85	\$13,965.38	\$13,965.38
21		820-0106-15	<p>Adult Disposable Circuit, Disposable Circuit, EMV+, AEV, Eagle II, 6 foot length, Single patient use, (case of 15)</p>	1	\$230.98	\$190.56	\$190.56
22		820-0107-20	<p>Infant Disposable Circuit, Disposable Circuit, EMV+, AEV, Eagle II, 6 foot length, Single patient use, (case of 20)</p>	1	\$349.17	\$288.07	\$288.07



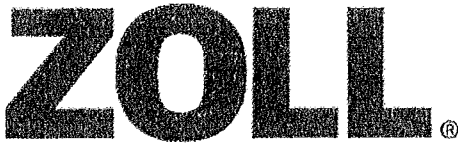
ZOLL Medical Corporation

269 Mill Road
 Chelmsford, MA 01824-4105
 Federal ID# 04-2711626

Phone: (800) 348-9011
 Fax: (978) 421-0015
 Email: esales@zoll.com

Torrance County Fire District #3 McIntosh Fire Department
 Quote No: Q-22470 Version: 3

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
23		712-0009-20	Large Adult, Clearlite#5, CPAP Mask/Harness, Case of 20	1	\$339.40	\$280.01	\$280.01
24		465-0024-00	Filter, Bacterial/Viral (BV) (Case of 50)	1	\$421.99	\$348.14	\$348.14
25		703-0731-27	Ventilator Carrier (White), Eagle II	4	\$395.00	\$325.88	\$1,303.52
26		820-0132-00	Test Lung, plastic/ Silicone	4	\$170.83	\$140.93	\$563.72
27		8778-890055-WF-V	Vent - Worry-Free Service Plan - 5 Years On-Site At Time of Sale Includes: Annual preventive maintenance, Lithium-ion and coin battery replacement, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. ACCIDENTAL DAMAGE COVERAGE - Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage.	4	\$7,040.00	\$7,040.00	\$28,160.00
28		8000-001468-01	ZOLL AED Rescue Backpack, G3 Quicklook Blue	4	\$225.00	\$185.63	\$742.52
29		7800-0218-61	All Stryker ALS (Non LP 15) Trade-In Devices Allowance (EMS Group) See Trade Unit Considerations.	1		(\$1,000.00)	(\$1,000.00)
30		7800-0414-61	LP 15 12-Lead Version 4 Trade In Allowance See Trade Unit Considerations.	3		(\$6,000.00)	(\$18,000.00)
31		8700-0730-01	AutoPulse® System with Pass Thru Includes: Backboard, User Guide, Quick Reference Guide, Shoulder Restraints, Backboard Cable Ties, Head Immobilizer, Grip Strips, In-service Training DVD, and one year warranty.	4	\$11,324.85	\$10,489.64	\$41,958.56
32		8700-0752-01	AutoPulse Li-Ion Battery	12	\$849.75	\$787.08	\$9,444.96
33		8700-0753-01	AutoPulse SurePower Charger Includes User Guide and U.S Power Cord. Standard one (1) year warranty. U.S. Tests, Charges and automatically verifies battery charge level	4	\$2,363.85	\$2,189.52	\$8,758.08
34		8700-000850-40	AutoPulse Quick Case - Blue All-in-one carrying case and patient moving sheet for the Autopulse Resuscitation System.	4	\$509.85	\$472.25	\$1,889.00
35		8700-0706-01	LifeBand 3 pack Single-use chest compression band (3 per package)	24	\$0.00	\$0.00	\$0.00



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Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
						Subtotal:	\$332,661.99
						Total:	\$332,661.99

Contract Reference	Description
715126	Reflects NASPO 2017 - Contract No. Ok-Sw-300 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NASPO 2017 - Contract No. OK-SW-300 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations
Trade-In values valid through March 11, 2022 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters 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.

Additional Language
Pricing reflects a ZOLL Package Discount of \$7512.51.

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.

1. Delivery will be made 60-90 days after receipt of accepted purchase order.
2. Applicable tax, shipping & handling will be added at the time of invoicing.
3. All purchase orders are subject to credit approval before being accepted by ZOLL.
4. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
5. All discounts from list price are contingent upon payment within the agreed upon terms.
6. Place your future accessory orders online by visiting www.zollwebstore.com.



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Order Information (to be completed by the customer)

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Torrance County Fire District #3 McIntosh Fire Department

Authorized Signature:

 Name: _____
 Title: _____
 Date: _____

ALS/BLS Software Solutions Master Application Service Provider Agreement

1. **Orders.** ZOLL Data Systems, Inc. ("ZOLL") shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract ("Order") between ZOLL and another party ("Customer") incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the "Agreement"). ASP Services are further defined in Section 3, Implementation Services are further defined in Section 4, Support Services are further defined in Section 5. The ASP Services, Implementation Services, and Support Services are each, and are collectively, "Services". The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.

2. **Payment.** Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement ("Fees"). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL's invoice. The first invoice will be sent after the Deployment Effective Date. "Deployment Date" means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. "Deployment Effective Date" means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL's shipment of defibrillators that are included on the Order (the "Latest Deployment Date"), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney's fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL's sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL's credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges ("Taxes").

3. **ASP Services.** "ASP Services" means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the "Underlying Software"), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the "ZOLL Site") in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the "Documentation"), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

3.1. **Provision of ASP Services.** Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer's employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use ("Registered Users") through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer's use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

3.2. **Access Software.** Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the "Access Software"), each as made available to Customer through the ZOLL Site, solely for Customer's internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the "Software".

3.3. **Restrictions.** Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer's login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

3.4. Service Level Agreement.

3.4.1. **Downtime.** "Downtime", expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

3.4.2. **Planned Downtime.** "Planned Downtime" is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. "Standard Maintenance" is performed when upgrades or system updates are desirable. "Emergency Maintenance" is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.

3.4.3. **Excused Downtime.** "Excused Downtime" time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer's premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer's failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

3.4.4. **Unplanned Downtime.** Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x\%, \text{ where "x" is Unplanned Downtime.}$$

3.4.5. **Unplanned Downtime Goal.** ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the "Unplanned Downtime Goal"). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

3.4.6. **Revocation of Administrative Rights.** Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

3.4.7. Customer Content; Security; Backup.

3.4.7.1. Customer Content. As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services (“**Customer Content**”); *provided, however*, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

3.4.7.2. Security. Subject to Customer’s obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

3.4.7.3. Backup of Customer Content (Not Applicable to Remote View). Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL’s control.

3.4.7.4. Availability of Customer Content (Not Applicable to Remote View). It is Customer’s responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the “**Active Customer Content**”), in ZOLL’s working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL’s receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the “**Active Retention Period**”). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a “**Database**”), or (b) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days (“**Inactive Customer Content**”) and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL’s working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this Section 3.4.7.4, the terms of Section 3.4 (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer’s access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

3.4.8. Remedies. A “**Service Credit**” means a percentage of the monthly Fee to be credited to Customer (subject to Customer’s written request therefor and ZOLL’s verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer’s monthly Fee for such ASP Service that was affected; *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month’s invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this Section 3.4.8 shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this Section 3.4.8 shall be the Customers’ sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

3.4.9. Modifications. Changes to this Section 3.4 may be made from time to time at ZOLL’s sole discretion. Customer will be notified of any such changes that are material.

4. Implementation Services. ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the “**Implementation Services**”). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer’s premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a “reasonable efforts” basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL’s negligence.

5. Support Services. ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

5.1. Support.

5.1.1. Emergency Support. ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. “**Supported ASP Services**” means the ASP Services for which Customer has paid the then-current Fees. “**Supported Environment**” means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. “**Error**” means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

5.1.2. Technical Support. ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays (“**Business Hours**”) to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

5.1.3. Resolution. ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects (“**Resolution**”).

5.1.4. Expenses. Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL’s sole discretion. Should Customer request that ZOLL send personnel to Customer’s location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer’s location.

5.1.5. Exceptions. ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer’s modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication

interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

5.2. Conditions and Limitations. Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

6. Warranties.

6.1. Implementation Services and Support Services. Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 6.1, perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this Section 6.1 is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

6.2. ASP Services and Access Software. Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This Section 6.2 sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein.

6.3. Warranty Disclaimers. The warranties for the Software and Services are solely and expressly as set forth in Section 6.1 and Section 6.2 and are expressly qualified, in their entirety, by this Section 6.3. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 AND SECTION 6.2, (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

7. Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this Section 7 with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

8. Indemnification.

8.1. By ZOLL. ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This Section 8 states ZOLL's entire liability and the exclusive remedy for any claims of infringement.

8.2. By Customer. Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties' use or misuse of any of the Software or Services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer

Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENT'S GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for third party products or services, and for the actions or omissions of Customer's representatives.

10. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "ZOLL Property"). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

11. Term and Termination.

11.1. Term. The term of this Agreement ("Term") begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL's then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. "Implementation Date" for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

11.2. Termination. Either party may terminate this Agreement or any Order without cause on thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

11.3. Effects of Termination. Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the "Expired or Terminated Document") before such termination or expiration will become immediately due and payable; (b) Customer's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer's computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation in Customer's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this [Section 11.3](#).

12. General Provisions.

12.1. Compliance with Laws. Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

12.2. Audits and Inspections. Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer's records relating to Customer's use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in [Section 2](#) above.

12.3. Assignments. Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

12.4. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

12.5. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.5](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

12.6. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

12.7. Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

12.8. Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

12.10. Independent Contractors. The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

12.11. Third Parties. Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider ("Third Party Provider") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("Third Party Products or Services"), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

12.12. Force Majeure. Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "Force Majeure Event").

12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival. This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL, shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 7 (Confidentiality), Section 8 (Indemnification), Section 9 (Limitation on Liability), Section 10 (Ownership), Section 11.3 (Effects of Termination) and Section 12 (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

13. HIPAA. This Section 13 applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer ("PHI") in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this Section 13 have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "HIPAA"). "Covered Entity" as used herein means Customer. "Business Associate" as used herein means ZOLL. The purpose of this Section 13 is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA.

13.1. Applicability. This Section 13 applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

13.2. Compliance and Agents. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this Section 13 with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

13.3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

13.4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

13.5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

13.6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "unsecured protected health information," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed,

acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

13.7. Individual Access. In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

13.8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

13.9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

13.10. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

13.11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

13.12. HITECH Act Compliance. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

13.13. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Section 13, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

13.14. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 13 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

13.15. De-identified Health Information. Business Associate may de-identify any and all PHI and may create a "Limited Data Set" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

13.16. Survival. All representations, covenants, and agreements in or under this Section 13 shall survive the execution, delivery, and performance of this Agreement.

13.17. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 13. The terms and conditions of this Section 13 will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Section 13.

13.18. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties' obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

Name: _____

Title: _____

Company: _____

Company Address: _____

Date: _____



September 26, 2019

Dear AED Owner, Healthcare Value Analysis Professional, Clinical Engineer, Physician Prescriber, or Physician Supervisor:

To help ensure the quality and reliability of automated external defibrillator (AED) systems, the FDA has established more stringent regulatory requirements for AEDs and their accessories by requiring these devices to be FDA-approved. If your AED is not FDA-approved, the accessories necessary for your AED may no longer be supported by the manufacturer, and thus no longer available after **February 3, 2021**.

To ensure the availability of life-saving treatment with the AEDs in your facilities, we encourage you to ensure that your AED is FDA-approved and if it is not, begin making plans to transition to an FDA-approved AED. To assist you, these are the steps the FDA recommends that you take.

- 1. Check the [list of FDA-approved AEDs on the Automated External Defibrillators \(AEDs\) webpage on FDA.gov](#) to see if your AED is FDA-approved.**
- 2. If your AED is not listed, you should plan to transition to an FDA-approved AED system. Contact the manufacturer of your current AED to discuss your transition plans.**
- 3. Ensure that you have compatible AED accessories to meet your needs until you transition to an FDA-approved AED. This is particularly important because AED accessories may require frequent replacement.**

AEDs can be highly effective in saving the lives of people suffering cardiac arrest when used in the first few minutes following collapse from cardiac arrest. **Given the importance of these devices in emergency situations, the FDA recommends you continue to keep your AED available for use until you obtain an FDA-approved AED.**

For a medical device to be FDA-approved, the manufacturer must obtain premarket approval. Approval is based on a determination that there is sufficient valid scientific evidence to demonstrate a reasonable assurance of safety and effectiveness. In 2015, the FDA published a [final order](#) describing concerns about adverse event reports and product recalls for AED systems, and concluded that AED systems and necessary AED accessories require more FDA oversight. The final order established the requirement for premarket approval for all AEDs and necessary accessories.

(<https://www.federalregister.gov/documents/2015/02/03/2015-02049/effective-date-of-requirement-for-premarket-approval-for-automated-external-defibrillator-systems>).

The FDA will continue to update the list of FDA-approved AEDs on the [Automated External Defibrillators \(AEDs\) page](#) on FDA.gov.



U.S. FOOD & DRUG
ADMINISTRATION

If you have questions about this communication, please contact the Division of Industry and Consumer Education (DICE) at DICE@FDA.HHS.GOV 800-638-2041 or 301-796-7100.

Sincerely,

/s/

William Maisel, MD, MPH

Director

Office of Product Evaluation and Quality

Center for Devices and Radiological Health

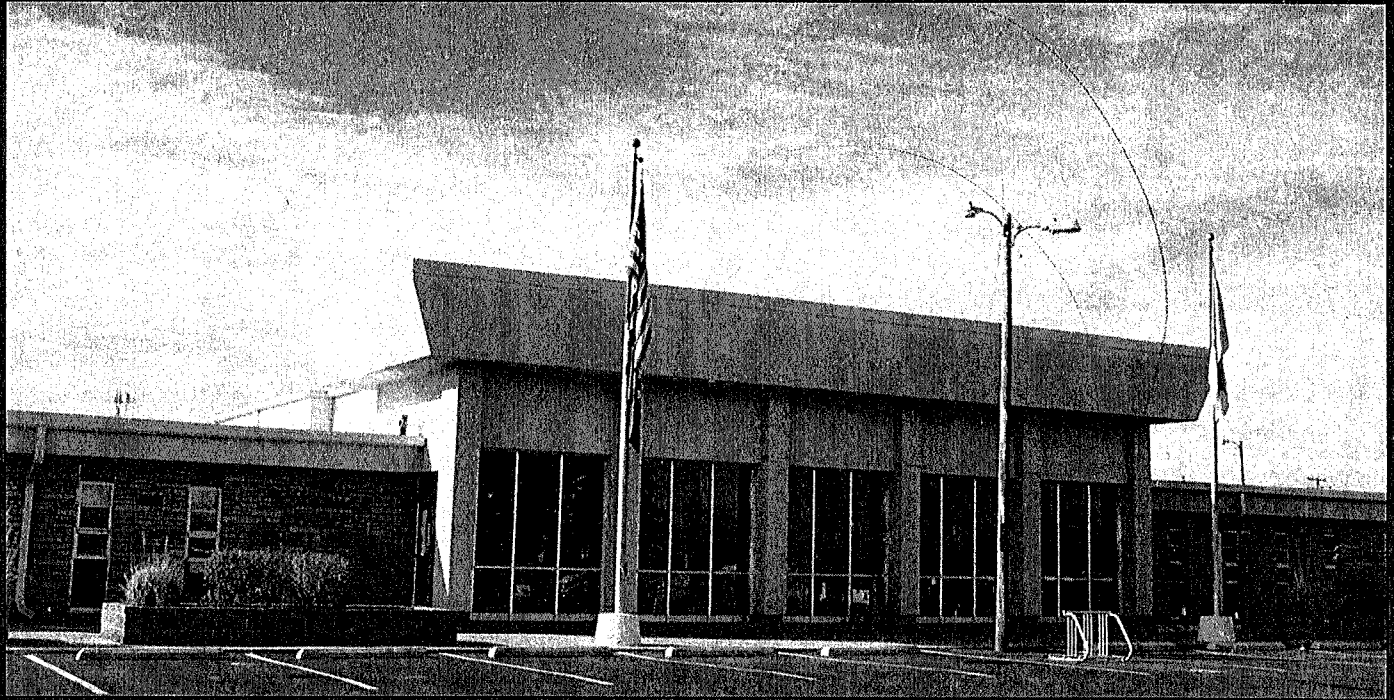
U.S. Food and Drug Administration

FDA-Approved AEDs

Manufacturer	Device Name	AED Type	Approval Date	Premarket Database
Cardiac Science Corporation	Powerheart G3 AED	Public Access	12/07/2018	P160033
Cardiac Science Corporation	Powerheart G3 Plus AED	Public Access	12/07/2018	P160033
Cardiac Science Corporation	Powerheart G5 AED	Public Access	12/07/2018	P160033
Cardiac Science Corporation	Powerheart G3 PRO AED	Professional Use	12/06/2018	P160034
Defibtech, LLC	Lifeline/ReviveR DDU-100	Public Access	02/01/2018	P160032
Defibtech, LLC	Lifeline/ReviveR AUTO DDU-120	Public Access	02/01/2018	P160032
Defibtech, LLC	Lifeline/ReviveR VIEW DDU-2300	Public Access	02/01/2018	P160032
Defibtech, LLC	Lifeline/ReviveR VIEW AUTO DDU-2200	Public Access	02/01/2018	P160032
Defibtech, LLC	Lifeline/ReviveR ECG DDU-2450	Public Access	02/01/2018	P160032
Defibtech, LLC	Lifeline/ReviveR ECG+ DDU-2475	Public Access	02/01/2018	P160032
HeartSine Technologies, LLC	SAM 350P (Samaritan Public Access Automated External Defibrillator)	Public Access	01/12/2017	P160008
HeartSine Technologies, LLC	SAM 360P (Samaritan Public Access Automated External Defibrillator)	Public Access	01/12/2017	P160008
HeartSine Technologies, LLC	SAM 450P (Samaritan Public Access Automated External Defibrillator)	Public Access	01/12/2017	P160008
Philips Medical Systems	HeartStart Home	Home Use	06/06/2019	P160029
Philips Medical Systems	HeartStart OnSite	Public Access	06/06/2019	P160029
Philips Medical Systems	HeartStart FR3	Public Access	*See note	*See note
Philips Medical Systems	HeartStart FRx	Public Access	*See note	*See note
Physio-Control, Inc.	LIFEPAK CR Plus Defibrillator	Public Access	12/21/2017	P160012
Physio-Control, Inc.	LIFEPAK EXPRESS Defibrillator	Public Access	12/21/2017	P160012
Physio-Control, Inc.	LIFEPAK CR2 Defibrillator	Public Access	12/21/2018	P170018
Physio-Control, Inc.	LIFEPAK 15 Monitor/Defibrillator	Professional Use	07/02/2018	P160026
Physio-Control, Inc.	LIFEPAK 20E Defibrillator/ Monitor	Professional Use	07/02/2018	P160026
Physio-Control, Inc.	LIFEPAK 1000 Defibrillator	Professional Use	07/02/2018	P160026
ZOLL Medical Corporation	AED Plus and Fully Automatic AED Plus	Public Access	05/26/2017	P160015
ZOLL Medical Corporation	X Series Defibrillator	Professional Use	12/27/2017	P160022
ZOLL Medical Corporation	R Series Defibrillator	Professional Use	12/27/2017	P160022
ZOLL Medical Corporation	AED Pro Defibrillator	Professional Use	12/27/2017	P160022
ZOLL Medical Corporation	AED 3 BLS Defibrillator	Professional Use	12/27/2017	P160022

*PMA is approvable subject to an FDA inspection that finds the manufacturing facilities, methods, and controls in compliance with the applicable requirements of the Quality System regulation (21 CFR Part 820)

TORRANCE COUNTY



MANAGER'S REPORT

1/26/2022

Janice Y. Barela

505-544-4703

jbarela@tcnm.us



Departments Update

County Administrative Offices Open to Public

The Torrance County Administrative Offices are still open to the public. We are still experiencing staff shortages as the COVID omicron variant is working its way through our county. Please be patient as we do our best to serve the public with often minimal staff.

Treasurer's Office

Tax notices were mailed out December 29, 2022. The due date to pay without penalty and interest is February 7, 2022. The second half due dates remain the same.

Job Openings

Torrance County is currently accepting applications for the following positions:

- Dispatcher (911 Operator/Communications Specialist)
- Victim Support Specialist (PT)
- Mechanic/Equipment Operator
- Clerical Float
-

Please visit the County website www.torrancecountynm.org and click on "Job Opportunities" for more information and to apply.

2022 Legislative Session

In this 2022 NM Legislative Session, 382 bills were introduced.

Legislators Representing Torrance County:

Senator Gregg Schmedes serves as the Ranking Member of the Senate Health and Public Affairs and as a Member of the Senate Conservation. He sponsored four bills.

Senator Liz Stefanics serves as Chair of the Senate Conservation Committee and as a Member of the Senate Health and Public Affairs Committee. She sponsored 21 bills.

Representative Matthew McQueen serves as the Chair of the House Energy, Environment and Natural Resources Committee and as a Member on the House Judiciary Committee. He sponsored six bills.

Representative Ambrose Castellano serves as a Member on the following committees: House Appropriations and Finance, House Enrolling and Engrossing, and House Rural Development, Land Grants and Cultural Affairs. He sponsored six bills.

To learn more about the legislative session, you may visit the website www.legis.gov. You may watch sessions live or view archived sessions as well.

Meeting with Senator Ben Ray Lujan

Juan and I have a virtual meeting scheduled with Senator Ben Ray Lujan today from 2:00-3:00 to discuss Torrance County issues and projects. If this meeting runs past 2:00, either Juan or I will need to be excused from this meeting to attend that meeting.