



WALKER COUNTY COMMISSIONERS COURT

1100 University Avenue
Huntsville, Texas 77340
936-436-4910



DANNY PIERCE
County Judge

DANNY KUYKENDALL
Commissioner, Precinct 1

RONNIE WHITE
Commissioner, Precinct 2

AGENDA
SPECIAL SESSION
MONDAY, JANUARY 24, 2022
2:30 P.M.
ROOM 104

BILL DAUGETTE
Commissioner, Precinct 3

JIMMY D. HENRY
Commissioner, Precinct 4

CALL TO ORDER

- Announcement by the County Judge whether a quorum is present.
- Certification that public Notice of Meeting was given in accordance with the provisions of Section 551.001 et. Seq. of the Texas Government Code.

GENERAL ITEMS

- Prayer – Pastor James Necker
- Pledge of Allegiance
- Texas Pledge – “Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible”
- Citizens Input – Agenda Items

CONSENT AGENDA

1. Receive Walker County Appraisal District monthly tax collection report for December 2021.
2. Receive First Quarter Volunteer Fire Department Reports.

STATUTORY AGENDA

Planning and Development

3. Discuss and take action on Juan Coronado request for waiver of fees for Subdivision Variance Request for [Plat # 2022-001] Re-plat of Lot 5, Oak Hills Subdivision, J.N. Lindley Survey, A-325 - O'Baya Lane - Pct. 2 – Andy Isbell
4. Discuss and take action on Juan Coronado request for waiver of Re-plat fees for [Plat # 2022-001] Re-Plat of Lot 5, Oak Hills Subdivision, J.N. Lindley Survey, A-325 - O'Baya Lane - Pct. 2 – Andy Isbell
5. Discuss and take action on Juan Coronado request for variance to Section 5.2 of the Walker County Subdivision Regulations regarding minimum road frontage for [Plat # 2022-001] Re-plat of Lot 5, Oak Hills Subdivision, J.N. Lindley Survey, A-325 - O'Baya Lane - Pct. 2 – Andy Isbell
6. Discuss and take action on [Plat # 2022-001] Re-plat of Lot 5, Oak Hills Subdivision, J.N. Lindley Survey, A-325 - O'Baya Lane - Pct. 2 – Andy Isbell

Workshop

7. Workshop to discuss the American Rescue Plan.

EMS

8. Discuss and take action on the replacement of 5 Zoll E series, and 5 X series, cardiac monitors due to FDA regulations making 5 of these monitors not FDA approved for medical use. – Rachel Parker
9. Discuss and take action on issues with upcoming warranties and subscriptions that will be impacted over the next several months. – Rachel Parker

Purchasing

10. Discuss and take action to award Zoll Medical, for X-Series Advanced Cardiac Monitors/Defibrillators and components. – Charlsa Dearwester
11. Discuss and take action on allocation of ARPA funds for New Waverly Fire Department. - Charlsa Dearwester

Commissioners Court

12. Discuss and take action on the County's use of the Treasury Department's "Lost Revenue" standard allowable amount of \$10,000,000 under the final rules to administer the American Rescue Plan Funds and allocate Public Safety salaries and costs to this project category for reporting. – Judge Pierce
13. Discuss and take action on salary of Walker County Purchasing Agent. – Judge Pierce

EXECUTIVE SESSION

If during the course of the meeting covered by this notice, Commissioners Court shall determine that a closed meeting of the Court is required, then such closed meeting as authorized by Texas Government Code 551, subchapter D, will be held by the Commissioners Court at the date, hour, and place in this notice or as soon after the commencement of the meeting covered by this notice as the Commissioners Court may conveniently meet in such

Walker County Commissioners Court – Special Session – January 24, 2022 – Agenda (cont'd)

closed meeting concerning any and all subjects and for any and all purposes permitted by Chapter 551, subchapter D, inclusive of said Texas Government Code, including but not limited to:

Section 551.071 For the purpose of private consultation between the Commissioners Court and its attorney when the attorney's advice with respect to pending or contemplated litigation settlement offers, and matters where the duty of the Commissioners Court counsel to his client pursuant to the Code of Professional Responsibility of the State Bar of Texas clearly conflicts with the Open Meetings Act.

Section 551.072 For the purpose of discussion with respect to the purchase, exchange, lease, or value of real property, if deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person

Section 551.073 For the purpose of deliberation regarding prospective gifts or to deliberate a negotiated contract for prospective gift or donation to the Commissioners Court or Walker County, if deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

Section 551.074 For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee, unless such officer or employee requests a public hearing.

Section 551.076 To discuss the deployment, or specific occasions for implementation of security personnel or devices.

Section 551.086 Deliberation regarding economic development negotiations.

INFORMATION ITEMS

- Public Comment – Non-agenda items
- Questions from the media
- Commissioners Court

ADJOURN

On this 21st day of January, 2022, the Executive Administrator to the County Judge filed this notice, and was posted at the main entrance of the Walker County Courthouse.



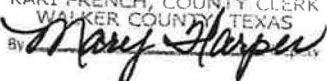
Danny Pierce, County Judge

I, the undersigned County Clerk, do hereby state that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice, and I posted a true and correct copy of said Notice on the Courthouse Public Notices area of Huntsville, Walker County, Texas, at a place readily accessible to the general public at all times on the 21st day of January, and said Notice remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

Dated this 21st day of January 2022.



Kari A. French, County Clerk

FILED FOR POSTING
At 2:29 o'clock PM
JAN 21 2022
KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS
By 

Walker County

Month	Prior Adj. Tax Levy	Total Collected to Date (Prior Year)	Percentage	Current Adj. Tax Levy	Total Collected to Date (Current Year)	Percentage Adj. Levy	Percentage Original Levy
October	21,969,130.73	308,599.17	0.0140	24,232,143.90	595,136.59	0.0246	0.0245
November	21,956,758.44	1,777,431.38	0.0810	24,221,523.80	1,917,215.64	0.0792	0.0790
December	21,924,080.28	6,589,955.85	0.3006	24,220,068.83	6,650,318.47	0.2746	0.2739
January							
February							
March							
April							
May							
June							
July							
August							
September							

MEMORANDUM

TO: **WALKER COUNTY COMMISSIONERS' COURT**

FROM: CRABBS PRAIRIE VOLUNTEER FIRE DEPARTMENT

DATE SUBMITTED: 1/5/22

{ X1ST }

{ 2ND } QTR

{ 3RD } QTR

{ 4TH } QTR

SUBJECT: Report of Fires & Calls answered

Calls Total: _____

Quarterly Totals

YTD Totals

TOTAL NUMBER OF CALLS ANSWERED:

Number inside Department Service area

Main alarms answered:

Number inside Department Service area

Number of Mutual aid calls

Average Miles per call including POV

Calls inside City limits of Huntsville

Calls outside City limits of Huntsville

BREAKDOWN OF CALLS ANSWERED:

Automobile

39

39

Electrical

0

0

Emergency & Rescue

88

88

False Alarm

5

5

Fuel Spill

0

0

Grass, Trash & Brush

10

10

Miscellaneous

6

6

Mutual Aid

3

3

Natural & Propane Gas

0

0

Smoke Scare

1

1

Structures:

1

1

 Apartments

 Housing

 Mobile Homes

 Non-Dwellings

RECEIVED**JAN 13 2022****WALKER COUNTY
JUDGE'S OFFICE****Quarterly Report Volunteer Fire Department**Name of Department: Crabbs Prairie Volunteer Fire Department

For the Months of: Oct- Nov- Dec- 2021

Cash and Investments at Beginning of Reporting Period		
Line 1	Funds in the bank	\$187,029.80
Line 2	Investments	\$0.00
Line 3	Total Cash and Investments	\$187,029.80
Monies In:		
Line 4	Fire Services Contract with Walker County - Station 41 & 43	\$6,000.00
Line 4	Fire Services Contract with ESD3- Station 41 & 43	\$8,012.81
Line 5	Monies Contributed thru Utility Companies - Station 41 & 43	\$3,921.00
Line 6	Insurance	\$665.20
Line 7	Funds from Fundraisers	\$0.00
Line 8	Reimbursements Other	\$352.85
Line 9	Reimbursements (FEMA and Active 911or Forest Svc)	\$0.00
Line 9	MVA Billing	\$790.40
Line 10	Interest	
Line 11	Donations	\$240.00
Line 12	Total Monies In:	\$19,982.26
Monies Out:		
Line 13	Fuel - Station 41 & 43	\$2,997.70
Line 14	Vehicle/Equipment Purchase	\$0.00
Line 14	Vehicle/Equipment Maintenance -Apparatus	\$1,830.72
Line 15	Dues / Fees	\$1,200.00
Line 16	Office Supplies	\$67.99
Line 17	Maintainance Station/Pagers	\$1,421.07
Line 18	Utilities	\$1,322.29
Line 19	<u>Service/CPA/Pest</u>	\$75.00
Line 20	<u>Training</u>	\$6,935.29
Line 20	<u>Fundraiser/Event Exp</u>	\$2,369.60
Line 20	<u>Firefighter Equipment</u>	\$5,603.26
Line 21	<u>Insurance Premiums - Station 41 & 43</u>	\$5,167.88
Line 23	Total Monies Out	\$28,990.80
Cash and Investments at End of Reporting Period		
Line 24	Cash	\$178,021.26
Line 25	Investments	\$0.00
Line 26	Total Cash and Investments	\$178,021.26
This should match your bank and investment statements		Line 3 + Line 12 – Line 22

Reports due:	Attach to Financial Information Report:
January 15th for the Months October thru December	(1) Equipment / Vehicle List
April 15th for the Months January thru March	(2) NFIRS Report and Other Activity Report showing
July 15th for the Months April thru June	number of calls within city limits and miles driven
October 15th for the Months July-September	

Approved Walker County Commissioners' Court 9/02/2008

Quarterly Report Volunteer Fire Department

Name of Department: RIVERSIDE

Date Submitted: 01/13/2022

{ 1st (for the months October thru December) X

{ } 2nd (for the months January thru March)

{ } 3rd (for the months April thru June)

{ } 4th (for the months July thru September) X

Cash and Investments at Beginning of Reporting Period

Cash	117264.59	
Investments		
Total Cash and Investments:		117264.59

Monies In:

Fire Services Contract with Walker County	4077.00	
Monies Contributed thru Utility Companies		
Insurance Claim Recovery		
Other Contributions:	181.03	
Interest	..08	
Donations	545.00	
Grant Proceeds	2190.00	
WCESD#1	73228.00	
CITY OF RIVERSIDE	1200.00	
total Monies In:		8142111

Monies Out:

Fuel	2142.15	
Vehicle / Equipment Maintenance	3859.61	
Vehicle / Equipment Purchase		
Operating Supplies	39325.55	
Utilities	2658.58	
Other:		
Firefighters Insurance		
Training	250.00	
Building Maintenance	1654.76	
Total Monies Out:		49890.65

Cash and Investments at End of Reporting Period

Cash		
Investments		
Total Cash and Investments		148795.05



This should match your bank and investment statements Line 3+ Line 12 – Line 22

Attach to Financial Report – NFIRS Report & other Activity Report showing number of calls within city limits & miles driven

Approved Walker County Commissioners' Court 9/2/2008, Amended 6/26/2017

MEMORANDUM

TO: **WALKER COUNTY COMMISSIONERS' COURT**

FROM: _____ VOLUNTEER FIRE DEPARTMENT

DATE SUBMITTED: _____

{ } 1ST QTR { } 2ND QTR { } 3RD QTR { } 4TH QTR

SUBJECT: Report of Fires & Calls answered Calls Total: _____

Quarterly Totals

YTD Totals

TOTAL NUMBER OF CALLS ANSWERED:

Number inside Department Service area		
Main alarms answered:		
Number inside Department Service area		
Number of Mutual aid calls		
Average Miles per call including POV		
Calls inside City limits of Huntsville		
Calls outside City limits of Huntsville		

BREAKDOWN OF CALLS ANSWERED:

Automobile		
Electrical		
Emergency & Rescue		
False Alarm		
Fuel Spill		
Grass, Trash & Brush		
Miscellaneous		
Mutual Aid		
Natural & Propane Gas		
Smoke Scare		
Structures:		

Apartments	
Housing	
Mobile Homes	
Non-Dwellings	

Approved Walker County Commissioners' Court 9/8/2008, Amended 6/26/2017

Quarterly Report Volunteer Fire Department

Name of Department: Dodge VFD

Date Submitted: 1/14/2022

☒ 1st (for the months October thru December)

☐ 2nd (for the months January thru March)

☐ 3rd (for the months April thru June)

☐ 4th (for the months July thru September)

Cash and Investments at Beginning of Reporting Period

Cash	83587.95	
Investments		
Total Cash and Investments:		83587.95

Monies In:

Fire Services Contract with Walker County	2400.00	
Monies Contributed thru Utility Companies		
Monies from Fund Raisers	5504.00	
Grant Received		
Other Contributions:		
Walker Co ESD	12000.00	
Indv	200.00	
Training ESD	2400.00	
Total Monies In:		22504.00

Monies Out:

Fuel	463.70	
Vehicle / Equipment Maintenance	1585.37	
Vehicle / Equipment Purchase		
Operating Supplies	666.70	
Supplies – Fund Raisers	257.88	
Utilities	626.62	
Other:		
Mowing/Building Maint	336.00	
Bookkeeping	560.00	
Total Monies Out:		4496.27

Cash and Investments at End of Reporting Period

Cash	101595.68	
Investments		
Total Cash and Investments		101595.68

This should match your bank and investment statements Line 3+ Line 12 – Line 22

Attach to Financial Report – NFIRS Report & other Activity Report showing number of calls within city limits & miles driven

Approved Walker County Commissioners' Court 9/2/2008, Amended 6/26/2017

MEMORANDUM

TO: WALKER COUNTY COMMISSIONERS' COURT

FROM: DODGE VOLUNTEER FIRE DEPARTMENT

DATE SUBMITTED: 1-18-2022

{ ☒ } 1ST QTR { } 2ND QTR { } 3RD QTR { } 4TH QTR

SUBJECT: Report of Fires & Calls answered

Calls Total: 76

Quarterly Totals

YTD Totals

TOTAL NUMBER OF CALLS ANSWERED:

Number inside Department Service area

69

Main alarms answered:

76

Number inside Department Service area

69

Number of Mutual aid calls

68

Average Miles per call including POV

6 MILES

Calls inside City limits of Huntsville

0

Calls outside City limits of Huntsville

76

BREAKDOWN OF CALLS ANSWERED:

Automobile

0

Electrical

0

Emergency & Rescue

2

False Alarm

1

Fuel Spill

1

Grass, Trash & Brush

2

Miscellaneous

2

Mutual Aid

68

Natural & Propane Gas

0

Smoke Scare

0

Structures:

8

 Apartments

0

 Housing

5

 Mobile Homes

3

 Non-Dwellings

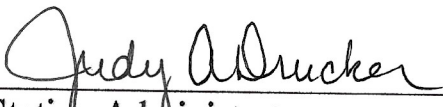
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WALKER COUNTY EMERGENCY SERVICES DISTRICT No. 1
CERTIFICATION OF REPORT OF EXPENDITURES
THOMAS LAKE ROAD VFD

December, 2021

I, the undersigned officer of the Board of Directors of the identified department hereby certify that:

1. The attached services were rendered, or goods were received and used in their entirety for purposes permitted by the contract between the Department and the District;
2. They correspond in every particular with the contract under which they were procured;
3. The invoices and receipts are true and correct;
4. I had free and full access to all records of the Department needed to make this report and certification;
5. These expenses have been reviewed and approved by the Board of Directors of the Department;
6. That this Certification was made of my own volition and not under duress from any other person in the Department;
7. That this Certification was signed contemporaneous with the preparation of the report;
8. **I understand that making a false certification in any regard may subject me to potential criminal penalties and the Department to penalties under the Contract between the District and the Department.**


Station Administrator

Judy Drucker
Printed Name

01/08/2022
Date

Quarterly Report Volunteer Fire Department

Name of Department: Thomas Lake Road Volunteer Fire Department

Date Submitted: January 8, 2022

1st (for the months October thru December)

2nd (for the months January thru March)

3rd (for the months April thru June)

4th (for the months July thru September)

Cash and Investments at Beginning of Reporting Period

Cash	\$85,751.31
Investments	

Total Cash and Investments:	\$85,751.31
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Monies In:

Fire Services Contract with Walker County ESD#1	\$18,400.00
Fire Services Contract with Walker County	\$1,200.00
Monies Contributed thru Utility Companies	
Monies from Fund Raisers	\$5,290.10
Grant Received	
Other Contributions:	\$154.46
BLDG RENTAL	
INTEREST	\$1.04
LOAN/REIMBURSEMENTS	

Total Monies In:	\$25,045.60
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Monies Out:

Fuel	\$ 265.96
Vehicle / Equipment Maintenance	\$ 230.00
Vehicle / Equipment Purchase	\$2,988.00
Operating Supplies	\$ 253.96
Supplies – Fund Raisers	\$1,252.63
Utilities	\$1,803.71
Other:	
BUILDING/GROUND MAINTENANCE	\$1,475.00
MISC ADMIN / ACCT TRANSFERS	\$ 884.56
FIRE FIGHTER DUES / TRAINING / GEAR	\$ 533.78

Total Monies Out:	\$9,687.60
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Cash and Investments at End of Reporting Period

Cash	
Investments	

Total Cash and Investments	\$101,109.31
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Calls For Service By Agency

Agency: TLVFD

From: 10/1/2021 To: 10/31/2021

Print Date: 11/11/2021

10/2021

Date/Time Rec	CFS #	Call Type	Location	Response	Primary	Dispo	
10/01/2021 23:19:	21000107	E-MEDICA	156 UTLEY RD		R107		NORESP
10/02/2021 12:52:	21000108	F-OUTSID	69 THOMAS LAKE RD	00:16:06		B104	SERVICE
10/04/2021 10:12:	21000109	E-TRAUMA	126 - B FM 3454		R107		NORESP
10/08/2021 21:47:	21000110	F-RESO	10 - A PARK LN		T105	DC	DC
10/09/2021 12:45:	21000111	E-CARDIA	84 WIMBERLY LN	00:09:00		R107	SERVICE
10/11/2021 11:13:	21000112	E-ALARM	2852 FM 980		R107	SERVICE	SERVICE
10/11/2021 16:34:	21000113	E-MEDICA	156 UTLEY RD		R107	NORESP	NORESP
10/14/2021 03:04:	21000114	E-TRAUMA	16 PINE TREE RD	00:14:28		R107	SERVICE
10/17/2021 07:39:	21000115	E-TRAUMA	10 WALNUT BEND		R107	SERVICE	SERVICE
10/18/2021 18:23:	21000116	F-OUTSID	39 FM 3454	00:12:53		B104	SERVICE
10/19/2021 12:37:	21000117	E-MEDICA	71 THOMAS LAKE RD		R107	SERVICE	SERVICE
10/27/2021 13:34:	21000118	E-MEDICA	71 THOMAS LAKE RD	00:12:28		R107	SERVICE
10/28/2021 16:03:	21000119	F-OTHER	46 THOMAS LAKE RD	00:25:41		B104	SERVICE
10/29/2021 15:18:	21000120	F-OTHER	46 THOMAS LAKE RD	00:30:07		B104	SERVICE
10/30/2021 18:58:	21000121	F-RESO	38 HAROLD CIR		T105	SERVICE	SERVICE

Monthly Calls for Service Count: 15

Calls for Service Grand Total: 15

Parameters Used:

Events: NONE
Alerts: NONE
Sorted By Date/Time Received

Page 1 of 1

ICS-fcvReports_232

Calls For Service By Agency

Agency: TLVFD

From: 11/1/2021 To: 11/30/2021

Print Date: 12/01/2021

11/2021

Date/Time Rec	CFS #	Call Type	Location	Response	Primary	Dispo	
11/01/2021 11:25:	21000122	E-ALARM	14 WALNUT BEND	00:08:37		R107	SERVICE
11/02/2021 03:21:	21000123	F-RESO	36 STERLING CHAPEL RD		T105		DC
11/03/2021 06:31:	21000124	E-TRAUMA	10 WALNUT BEND	00:09:01		R107	SERVICE
11/05/2021 20:13:	21000125	E-MEDICA	195 - 1 THOMAS LAKE RD	00:09:48		R107	SERVICE
11/06/2021 10:05:	21000126	E-MEDICA	195 - 1 THOMAS LAKE RD	00:10:44		R107	SERVICE
11/12/2021 09:59:	21000127	E-MEDICA	84 WIMBERLY LN		R107	SERVICE	SERVICE
11/15/2021 05:43:	21000128	UNATTEND	8 THOMPSON ST	00:13:32		R107	SERVICE
11/15/2021 14:02:	21000129	E-MEDICA	2 LAKEVIEW CIR		R107		NORESP
11/16/2021 08:10:	21000130	E-MEDICA	2 LAKEVIEW CIR		R107	SERVICE	SERVICE
11/16/2021 11:41:	21000131	E-MEDICA	2 LAKEVIEW CIR		R107	SERVICE	SERVICE
11/19/2021 05:10:	21000132	E-MEDICA	10 WALNUT BEND	00:09:06		R107	SERVICE
11/20/2021 00:59:	21000133	E-MEDICA	16 PINE TREE RD		R107	NORESP	NORESP
11/21/2021 14:13:	21000134	OVERDOSE	5 LAKE DR	00:11:44		R107	SERVICE
11/21/2021 15:33:	21000135	E-MEDICA	17 LAKE DR	00:08:58		R107	SERVICE
11/25/2021 20:35:	21000136	F-RESO	2408 FM 980		E108	SERVICE	SERVICE
11/30/2021 19:42:	21000137	E-ALARM	2852 FM 980		R107	SERVICE	SERVICE
11/30/2021 23:32:	21000138	E-MEDICA	119 UTLEY RD	00:17:23		R107	SERVICE

Monthly Calls for Service Count: 17

Calls for Service Grand Total: 17

Parameters Used:

Events: NONE

Alerts: NONE

Sorted By Date/Time Received

Page 1 of 1

ICS-fcvReports_232

Calls For Service By Agency

Agency: TLVFD

From: 12/1/2021 To: 12/31/2021

Print Date: 01/02/2022

12/2021

Date/Time Rec	CFS #	Call Type	Location	Response	Primary	Dispo
12/01/2021 12:57:	21000139	E-TRAUMA	1 LAKE VIEW TRL		R107	NORESP
12/02/2021 00:53:	21000140	E-TRAUMA	8 WALNUT BEND		R107	SERVICE
12/05/2021 08:52:	21000141	E-MEDICA	84 WIMBERLY LN	00:10:46		R107
12/05/2021 17:08:	21000142	PR	SAM HOUSTON AVE / 11TH ST	00:00:00		E108
12/06/2021 09:01:	21000143	E-TRAUMA	25 WALKER TRL		R107	SERVICE
12/06/2021 16:52:	21000144	F-RES	8 SAINT MARYS RD	00:23:08		E108
12/16/2021 16:39:	21000145	WELFARE	16 PINE TREE RD		R107	SERVICE
12/16/2021 18:01:	21000146	E-TRAUMA	10 WALNUT BEND	00:08:23		R107
12/19/2021 08:25:	21000147	E-CARDIA	36 LAZY BEND DR	00:12:14		R107
12/19/2021 19:07:	21000148	F-RES	83 WILLIAM THOMAS RD	00:10:14		E108
12/21/2021 07:05:	21000149	F-OTHER	83 WILLIAM THOMAS RD		B104	SERVICE
12/26/2021 02:10:	21000150	E-MEDICA	195 - 14 THOMAS LAKE RD		R107	NORESP
12/26/2021 17:05:	21000151	E-TRAUMA	36 LAZY BEND DR		R107	NORESP
12/28/2021 21:43:	21000152	E-MEDICA	129 THOMAS LAKE RD		R107	SERVICE
12/29/2021 11:31:	21000153	SUICIDE	36 LAZY BEND DR		R107	NORESP
12/31/2021 21:32:	21000154	F-GRASS	45 GOLDEN OAKS	00:11:00		B104

Monthly Calls for Service Count: 16

Calls for Service Grand Total: 16

Parameters Used:

Events: NONE

Alerts: NONE

Sorted By Date/Time Received

Page 1 of 1

ICS-fcvReports_232

VARIANCE REQUEST TO THE SUBDIVISION REGULATIONS OF WALKER COUNTY, TEXAS

Copy all pages of this form and all attachments for (1) community official, (2) building owner.
If any section is not applicable to the proposed development project please mark that section "NA"

SECTION A – PROPERTY INFORMATION		FOR COUNTY USE ONLY
A1. Property Owner's Name Juan Coronado / Sharon Hopkins		Application Number: P-2022-001
A2. Property Owner's Street Address [REDACTED]		Date of Submittal: 1/14/2022
City [REDACTED]	State [REDACTED]	ZIP Code [REDACTED]
A3. Property Owner's Email Address [REDACTED]	A4. Property Owner's Telephone Number [REDACTED]	
A5. Property Description of Parent Tract (Lot and Block Numbers, Legal Description, etc.) Lot 5 Oak Hills Subdivision		
SECTION B – INFORMATION FOR PROPOSED SUBDIVISION TRACT		
(For projects involving multiple map panels an additional sheet may be listed below or included in an additional attachment)		
B1. Survey and Abstract J.N. Lindley	B2. Tax ID Number(s) of Parent Tract 6603-117-0-10530/10520/10510	B3. Deed Volume/Page 877/773 555/772 Inst. 68050
B4. Existing or Proposed Name of Subdivision	B5. Is the application for a division of a lot in an Existing Platted Subdivision? (Yes/No)	
THE ABOVE NAMED APPLICANT DOES HEREBY MAKE AN APPEAL TO THE COMMISSIONER'S COURT OF WALKER COUNTY FOR A VARIANCE TO THE REGULATORY REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF WALKER COUNTY, TEXAS.		
SECTION C – LIST OF ATTACHMENTS		
Please list any supporting documents or submittals included with the variance request as attachments.		
Description of Attachment(s)		Exhibit #
C.1 Survey		A
C.2		
C.3		
C.4		

SECTION D –VARIANCE REQUEST

(All Variance requests need to include the specific variance along with the Section(s) of the Regulation to which they apply)

- D.1 A Variance is requested to Section(s) 5.2 of the Subdivision Regulations of Walker County, Texas as follows:

Requesting a variance to the minimum 80' road frontage requirement to have a lot
(Lot 5B) that has only 31.15 ' of road frontage due to the cul-de-sac radius.

SECTION E – APPLICANT'S JUSTIFICATION AND PRESENTATION FACTORS EFFECTING VARIANCE

(All variance requests to the Walker County Subdivision Regulations need to be included along with the Section(s) of the Regulation to which they apply)

- E.1 Is the variance related to the design or construction of improvements to be constructed within the subdivision?
Yes _____ No X

If "Yes" the request should be accompanied by an engineer's opinion and justification for the variance.

- E.2 Please explain the cause or reason the variance is being requested (attach additional pages as "Exhibit E.2"):

Due to the cul-de-sac radius, there is only 31.15' of frontage
for the proposed Lot 5B. There is no more frontage to be had on this road.

- E.3 Will the failure to grant the variance requested result in any exceptional hardship to the applicant?

Yes X No _____

If yes please explain below:

The lot will not be able to be created, which has already been deeded to
Mr. Hopkins, and therefore she will remain with a non-compliant tract which
she will not be able to obtain permit(s) for developing the land.

- E.4 Does the applicant propose any additional conditions, mitigation, or additional requirements not addressed within the Walker County Subdivision Regulations that will or have been met by the applicant as a condition of the variance being granted?

Yes X No _____ Please list the additional measures below.

The Lot(s) will not be further subdivided in the future due
to the lack of additional road frontage.

SECTION F - VARIANCE(S) GRANTED

F.1 A VARIANCE TO THE WALKER COUNTY SUBDIVISION REGULATIONS IS GRANTED AS FOLLOWS:

F.2 THE FOLLOWING CONDITIONS ARE ATTACHED TO THE VARIANCE:

SECTION G - NOTICE, ACKNOWLEDGEMENT, AND CERTIFICATIONS

NOTICE

ALL DEVELOPMENT MUST BE IN STRICT COMPLIANCE WITH THE CONDITIONS STATED HEREIN AND ANY OTHER CONDITIONS STATED WITHIN THE APPLICATION OR DURING THE PRESENTATION TO COMMISSIONERS COURT. ANY VARIATION MAY RESULT IN THE IMMEDIATE SUSPENSION OR CANCELLATION OF THIS VARIANCE. VIOLATION OF THE CONDITIONS OF THIS VARIANCE MAY ALSO RESULT IN THE COMMISSIONERS COURT SEEKING INJUNCTIVE RELIEF, CIVIL, OR CRIMINAL PENALTIES.

WARNING

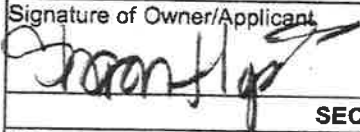
THE APPLICANT ACKNOWLEDGES THAT HE/SHE IS RESPONSIBLE TO ENSURE THAT ANY VARIANCE DOES NOT DAMAGE OR THREATEN THE PUBLIC OR ADJACENT PROPERTIES AND COMPLIES WITH LOCAL, STATE, AND FEDERAL REGULATIONS.

DISCLAIMER

THE COMMISSIONER'S COURT OF WALKER COUNTY AND ANY OFFICER OR EMPLOYEE OF WALKER COUNTY ARE NOT LIABLE FOR DAMAGES OR LOSS RESULTING FROM THE GRANTING OF THIS VARIANCE. THIS VARIANCE IS GRANTED IN RELIANCE UPON THE STATEMENTS AND EVIDENCE SUPPLIED BY THE APPLICANT AND HIS/HER AGENTS IN THE APPLICATION AND PRESENTATION TO COMMISSIONERS COURT.

I, Juan Coronado / Sharon Hopkins, do hereby acknowledge that I have reviewed the provisions, notices, warnings and disclaimers stated above and that I understand them, agree with them and intend to fully comply with them.

Signature of Owner/Applicant



Date

1-20-22

SECTION H - ACTION ON VARIANCE BY COMMISSIONER'S COURT

After careful consideration of the reason(s) for the request of variance, the Commissioner's Court of Walker County, Texas has determined that it is within the scope of the variance procedures as outlined in the Walker County Subdivision Regulations to _____ this request for variance.

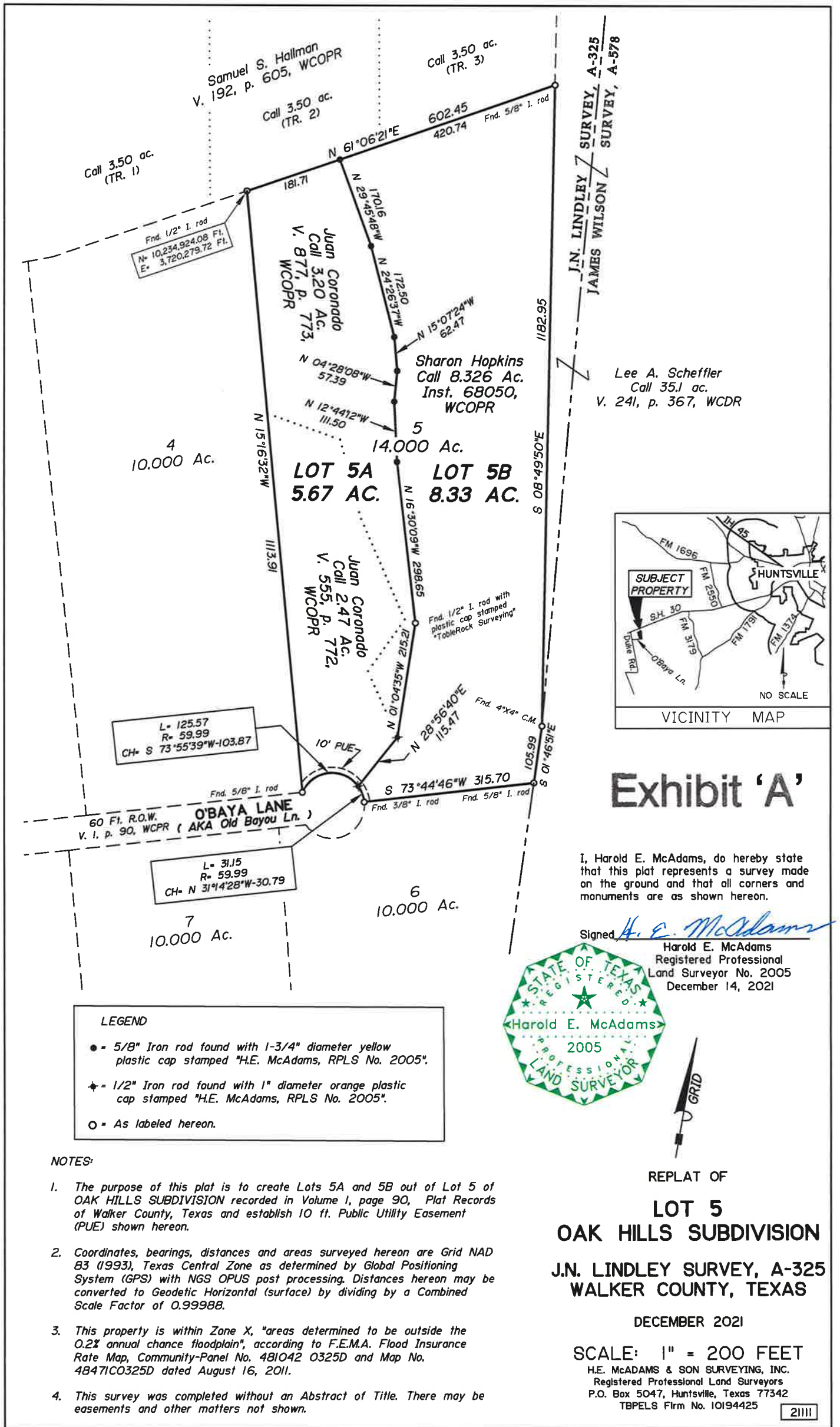
Commissioner's Court Signature

Printed Name

Date

Signature of Owner/Applicant acknowledging conditions after court action.

Date



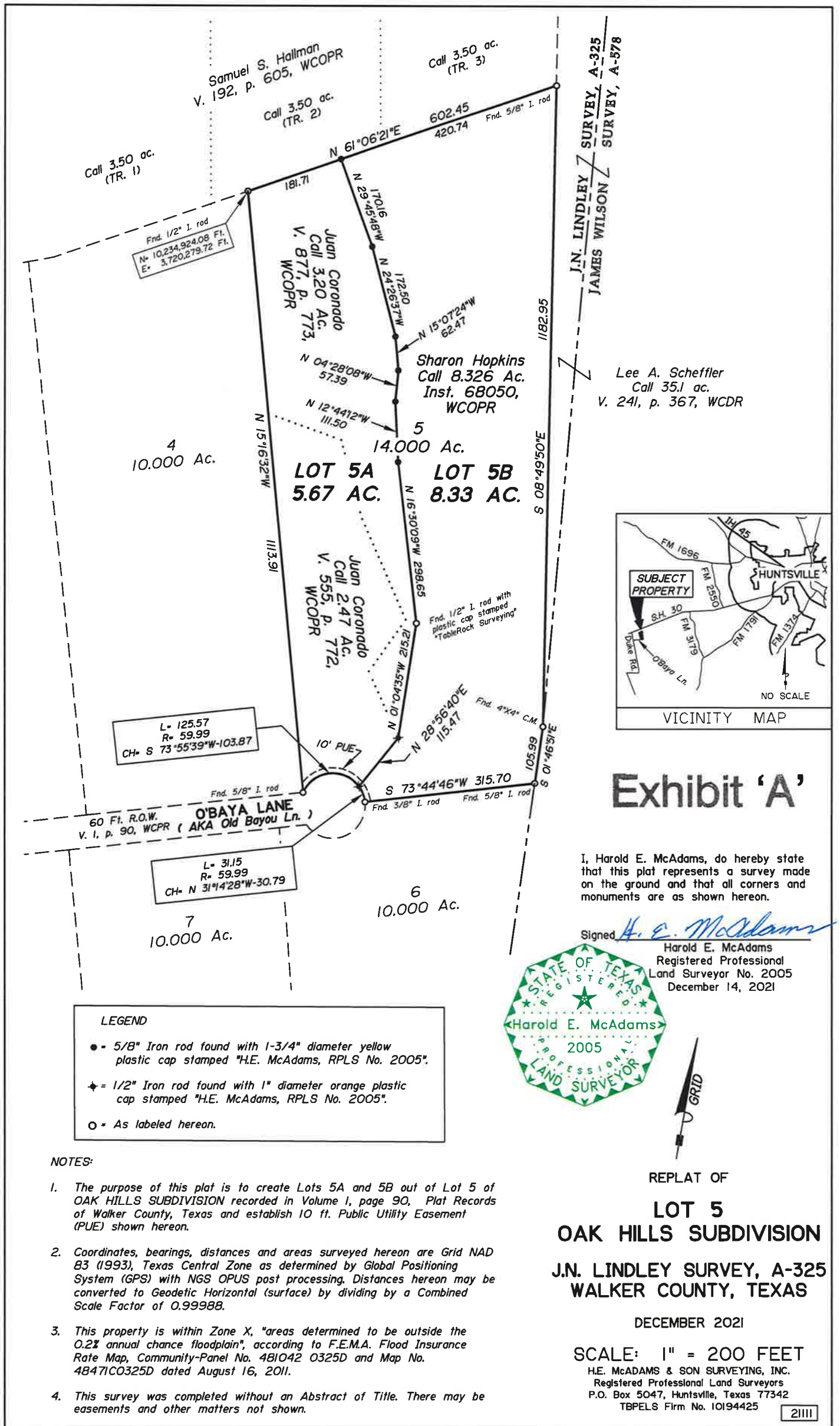
WALKER COUNTY PLAT APPLICATION

If any section is not applicable to the proposed development project please mark that section "NA"
All references to the Walker County Subdivision Regulations will be abbreviated WCSR in this document.

SECTION A - OWNER / APPLICANT INFORMATION		FOR COUNTY USE ONLY
A1. Property Owner's Last Name Hopkins Coronado	A2. Property Owner's First Name Sharon Juan	Application Number: P-2022-001
A3. Mailing Address [REDACTED]	[REDACTED]	Date of Submittal: 1-14-2022
		Precinct Number: 2
City	State	ZIP Code
A4. Primary Telephone Number [REDACTED]	A5. Alternate Phone Number	
A6. Email Address [REDACTED]	A7. Name of Lienholder (If no lienholder mark "None") [REDACTED]	
SECTION B - PROFESSIONAL SERVICES Owner shall provide the names of the Professional Engineer, Registered Professional Land Surveyor, and any Authorized Representative for the Plat Application. By including the information of an Authorized Representative on the application the Owner/Applicant agrees that this individual is given authority to sign for, submit, receive, and make any decisions related to the submitted application on behalf of the owner. In the case that the owner wishes to retract this authority, the Owner/Applicant shall submit this retraction in writing to the Planning and Development Office. If no Authorized Representative is named then all communications related to the project will be submitted to the Owner/Applicant. All correspondence, including but not limited to notices, approvals, disapprovals, and objections are authorized to be sent to any listed Mailing Address or Electronic Mail account.		
B1. Name of Registered Professional Land Surveyor (R.P.L.S.) H.E. McAdams	B2. Phone Number of R.P.L.S. (936) 295-3304	
B3. Email of R.P.L.S. haroldmcadams46@gmail.com	B4. Mailing Address of R.P.L.S. 1025 12th St. Huntsville, TX 77940	
B5. Name of Professional Engineer	B6. Phone Number of P.E.	
B7. Email of P.E.	B7. Mailing Address of P.E.	
B9. Name of Authorized Representative	B10. Phone Number of Authorized Representative.	
B11. Email of Authorized Representative	B12. Mailing Address of Authorized Representative.	

SECTION C – PARENT TRACT PROPERTY INFORMATION				
Information for the tract or tracts of land that are the subject of the plat application				
C1. Is the property located within the city limits of Huntsville, New Waverly, or Riverside? (Mark with "X")		*Yes		<input checked="" type="checkbox"/> No
*If the answer to C1 is "Yes" then the applicant will need to apply to the City having jurisdiction.				
C2. Is the property within two miles of the City of Huntsville? (Mark with "X")		*Yes		<input checked="" type="checkbox"/> No
*If the answer to C2 is "Yes" then the applicant will need to submit any plat applications to the City of Huntsville.				
C3. Is the property within 1/2 mile of the City of New Waverly? (Mark with "X")		Yes		<input checked="" type="checkbox"/> No
The Abstract, Tract #, and Survey Name are generally included in the property description on the deed, the Geographic Id # can be obtained from the Walker County Appraisal District, the Appraisal District Map or the most recent property tax statement issued for the property. If a property is in a platted subdivision items B10 – B13 must be filled out using information from the property deed, if not in a platted subdivision mark these sections "NA"				
C4. Property Acreage	C5.. Appraisal Geographic ID #	C6. Survey Name		C7. Abstract #
14.000		JN Lindley		A-325
Section C8 – C11 are for Amending Plat and Replat Applications only.				
C8. Subdivision Name		C9. Lot #s	C10. Block #	C11. Section #
OAK Hills Subdv.		5		
C12. Deed Record Filing Information for Parent Tract (s) (WCDR and WCOPR are the record sets of the County Clerk - Mark the record set with an "X") If more than one tract please indicate multiple deeds.				
Volume / Document #	Page	<input type="checkbox"/>	Walker County Deed Records (WCDR) (Generally before 1986)	
Inst. 68050		<input checked="" type="checkbox"/>	Walker County Official Public Records (WCOPR)	
Volume / Document #	Page	<input type="checkbox"/>	Walker County Deed Records (WCDR) (Generally before 1986)	
555	772	<input checked="" type="checkbox"/>	Walker County Official Public Records (WCOPR)	
Volume / Document #	Page	<input type="checkbox"/>	Walker County Deed Records (WCDR) (Generally before 1986)	
877	773	<input checked="" type="checkbox"/>	Walker County Official Public Records (WCOPR)	
Volume / Document #	Page	<input type="checkbox"/>	Walker County Deed Records (WCDR) (Generally before 1986)	
		<input type="checkbox"/>	Walker County Official Public Records (WCOPR)	
SECTION D – APPLICATION TYPE				
Please choose a single application type from the list below and mark with an "X".				
D1. _____ Plat Application (This application is required for all plat applications including improvements <u>or</u> including more than 4 lots)				
D2. _____ Minor Plat Application (This application is required for minor subdivisions with no proposed infrastructure <u>and</u> 4 or less lots.)				
D3. <input checked="" type="checkbox"/> Re-Plat / Amending Plat Application (This application is required to alter or amend a previously platted subdivision)				
D4. _____ Exception Application (This application is required in order to obtain approval for subdivisions excepted from the WCSR.)				
SECTION E - REQUEST FOR A GUIDANCE REVIEW				
The request for a guidance review is only allowable if an application is submitted incomplete. The guidance review is voluntary and must be requested by the owner/applicant below and authorized by the County. This review of the submitted documents prior to a complete application is outside the standard review timelines, however the applicant/ owner may proceed to submit a complete application without awaiting the results of this review. If at any time during the Guidance Review process a completed application is submitted then the Guidance Review will cease, and the incomplete results of the review will not be forwarded to the applicant. Any deficiencies or comments released as part of the guidance review are not to be considered as a final review, but are collected to assist the owner and owner's agents in their efforts to comply with the regulations.				
E1. The Developer/Owner does hereby voluntarily make a request for a "Guidance Review" of the application if the application is found to be incomplete.		<input checked="" type="checkbox"/>	Yes, a review is requested	No, a review is not requested

SECTION F – SUBDIVISION APPLICATION DETAILS			
(The # of Proposed Lots shall include any Reserve or Remainders Created by the Subdivision)			
F1. Original Acreage <div style="font-size: 1.5em; text-align: center;">14.000</div>	F2. Original # of Tracts <div style="font-size: 1.5em; text-align: center;">1</div>	F3. # of Proposed Lots <div style="font-size: 1.5em; text-align: center;">2</div>	F4. Proposed Name of Subdivision <div style="font-size: 1.2em; text-align: center;">Oak Hills Subdv.</div>
SECTION G – ENGINEERING AND PROPOSED IMPROVEMENTS			
G1. Will the proposed subdivision utilize a public water system?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
G2. Will the proposed subdivision utilize individual on-site sewage facilities?			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
G3. Will the proposed subdivision include the construction of road, drainage, or other improvements regulated by the WCSR?			Yes * <input type="checkbox"/> No <input checked="" type="checkbox"/>
G4. If the answer to G3 is "Yes" then what is the estimated cost of construction of all regulated improvements?			
G5. If the answer to G3 is "Yes" then what is the approximate length of all proposed roads in linear feet?			
G6. Will the proposed subdivision access from or across a Texas Department of Transportation system road?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
SECTION H – CERTIFICATIONS AND ACKNOWLEDGEMENTS			
<p>I, the below signed individual, am the legal owner or legal representative of the owner of the property described in this application, and do hereby certify that the information contained in this application is a true and correct under penalty of law. The below signature further represents my understanding, agreement, and acceptance of the following items:</p> <ol style="list-style-type: none">1. Authorization is hereby given to Walker County and its representatives to enter onto the private property described in the application for the purpose of inspection and regulation related to this application and the applicable regulations.2. I have read and understand the requirements of the Walker County Subdivision Regulations, and understand it is my responsibility to comply with all the requirements therein.3. The completion and acceptance of this application by Walker County in no way shall be construed as a guarantee that the proposed construction will be approved for installation. This application may be rejected as incomplete for 10 business days after the original submittal of the application at any point without any refund of the application fee. This includes that no refund shall be given for applications submitted incomplete or applications withdrawn. The applicant also recognizes that additional resubmittals, applications, or responses after the initial application may result in a fee increase to the original application fee, and that any increase in the fee must be paid when the additional submittal is submitted.4. The completion and acceptance of this application is not an authorization to perform any activity. A final approval of the application and approval of the plat for filing must be made in writing prior to any subdivision of property or filing of any plat. I understand that any approvals made related to this application are made subject to the minimum requirements of the Walker County Subdivision Regulations.5. If no direct variance is granted to the Walker County Subdivision Regulations or other State or Federal requirements then no approval under this application shall be construed to provide a waiver to compliance with those regulations and the Owner/Applicant is still fully responsible for compliance with said regulations.6. The fee for the subdivision applications may be calculated based on variable factors including cost of construction, number of lots, length of road centerline, and the quantity of revisions, replacement applications, and responses. The initial calculated fee charged at the original submittal may increase during the application timeline if any of these variables change or are calculated in error. Any increase in the fee must be paid as part of any submittal of a revision, replacement, or response to an application.7. I hereby release, indemnify, and hold harmless Walker County and its employees and agents for any and all claims, costs, or liabilities, expressly including alleged negligence, or for any damages to property or persons arising from the inspection, construction, development, design, or review related to this application or occurring under any permit issued in relation to this application. I understand that I and my agents are completely and wholly responsible for the design and construction of all necessary improvements to local, State, and Federal Standards.8. <u>I certify that all necessary permits from those Federal, State, or local government agencies (including but not limited to Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334 (Corps of Engineers), Texas Commission on Environmental Quality, Texas Historical Commission, United States Fish and Wildlife (Endangered Species), Texas Water Development Board, TXDOT, and City Approvals, etc.) have been obtained.</u>			
Signature		Date <div style="font-size: 1.2em;">12-13-21</div>	Printed Name <div style="font-size: 1.1em;">JUAN CORONADO Sharon Hopkins</div>
THE STATE OF <u>TEXAS</u> § COUNTY OF <u>WALKER</u> §		<div style="border: 2px solid black; padding: 5px; display: inline-block;"></div>	
Before me <u>ANNETTE C. OLIVIER</u> a notary public on this day personally appeared <u>JUAN CORONADO & SHARON HOPKINS</u> , known to me (or proved to me) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for purposes and consideration there in expressed.			
Given under my hand and seal of officer this <u>13th</u> Day of <u>DECEMBER</u> , 2021			





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.



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



Frequently Asked Questions

Question

What is the final order requiring premarket approval (PMA) from the U.S. Food and Drug Administration (FDA)?

Answer

Over the past several years, the FDA has increased its focus on ensuring that AEDs and professional defibrillators are safe and reliable. As part of this focus, the FDA has modified the approval process for these devices from the previous 510k approval to the more stringent PMA process.

From the FDA, effective April 2019:

“The FDA sent letters to all AED manufacturers who did not submit a premarket approval (PMA) application for their AEDs as required by the final order, reminding them they can no longer market their AED; the letters also informed the manufactures that necessary AED accessories may not be marketed if a PMA is not filed. Manufacturers were asked to provide a plan for these AEDs and necessary AED accessories, including a timeline for servicing and phase-out activities, a plan for communicating with their customers, and an estimate of the volume of AEDs and accessories that remain in the field.”¹

The FDA announced that accessories (including, but not limited to, batteries, cables, hardware, and therapy electrodes) and service for any defibrillator that is not FDA-approved under premarket approval (PMA) will **no longer be available for sale** after February 3, 2022. This applies to all defibrillator manufacturers and distributors in the United States.

Question

Has the COVID-19 pandemic affected the PMA timeline?

Answer

Yes, the FDA has extended the deadline that manufactures and distributors can offer accessories and services for devices that are not premarket approved to February 3, 2022. This reflects a one-year extension from the originally announced date of February 3, 2021.

Question

Which ZOLL® defibrillators carry FDA premarket approval (PMA)?

Answer

- [AED Plus® defibrillator](#)
- [Fully Automatic AED Plus defibrillator](#)
- [AED Pro® defibrillator](#)
- [ZOLL AED 3® BLS defibrillator](#)
- [R Series® monitor/defibrillator](#)
- [X Series® monitor/defibrillator](#)
- [Propaq® MD monitor/defibrillator](#)

Question

Which ZOLL defibrillators do not carry FDA premarket approval (PMA)?

Answer

The ZOLL M Series® and ZOLL E Series® monitor/defibrillators are not FDA-approved under PMA. In 2012, sales of both the M Series and E Series monitor/defibrillators were discontinued and accordingly, no PMA application was filed with the FDA. The FDA recommends that defibrillator owners/users of non-approved devices begin making plans to transition to an FDA-approved defibrillator – see above for a list of ZOLL FDA-approved devices.

Question

Will service and accessories be available for the M Series and E Series through February 3, 2022?

Answer

ZOLL will continue to support the M Series and E Series monitor/defibrillators as parts availability allows. Procurement of replacement parts is limited and as a result this may affect product service offerings. In accordance with previous announcements, the M Series replacement battery and EtCO₂ sensor are no longer being manufactured.

Question

Where can I get more information?

Answer

Visit the [FDA website](#) for up-to-date information and a complete list of FDA-approved devices.

For information on upgrade and financing options to support you during this transition:

- Contact your local [ZOLL sales representative](#) or authorized distributor
- Call ZOLL Customer Service at 800-348-9011
- Submit the [PMA Information Request Form](#)



TO: Walker County EMS
1619 State Highway 30
Huntsville, TX 77320

Attn: **Rachel Parker**

email: rparker@co.walker.tx.us

Tel: 936-435-2484

ZOLL Medical Corporation

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

QUOTATION 398224 V:4

DATE: October 05, 2021

TERMS: SPECIAL

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231111-01	<p>X Series @Advanced Manual Monitor/Defibrillator with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, TBI Dashboard™, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none">• MFC cable• MFC CPR connector• A/C power adapter/ battery charger• A/C power cord• One (1) roll printer paper• 6.6 Ah Li-ion battery• Declaration of Conformity• Operator's Manual• Quick Reference Guide <p>• One (1)-year EMS warranty</p> <p>Advanced Options: Real CPR Help Expansion Pack CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)</p> <ul style="list-style-type: none">• See - Thru CPR artifact filtering	9	\$44,519.25	\$34,279.82	\$308,518.38 *

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 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. PRICES QUOTED ARE VALID UNTIL DECEMBER 31, 2021.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT esales@zoll.com OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Steven Bagwell
EMS Territory Manager
832-928-7574

Brian Price
VENT Territory Manager
858-229-1717



TO: Walker County EMS
1619 State Highway 30
Huntsville, TX 77320

Attn: **Rachel Parker**

email: rparker@co.walker.tx.us

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		ZOLL Noninvasive Pacing Technology: BVM: Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate, for intubated and non-intubated patients. <ul style="list-style-type: none">• AccuVent Cable included• Order Accuvent disposable sensors separately Masimo Pulse Oximetry SP02 & SpCO <ul style="list-style-type: none">• Signal Extraction Technology (SET)• Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: <ul style="list-style-type: none">• Smartcuff 10 foot Dual Lumen hose• SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: <ul style="list-style-type: none">• 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				

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

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Steven Bagwell
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TO: Walker County EMS
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QUOTATION 398224 V:4

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
2	8000-0580-01	Six hour rechargeable Smart battery	18	\$519.75	\$400.21	\$7,203.78	*
3	8009-0020	CPR-D Padz and CPR Stat Padz Connector for R Series	10	\$405.56	\$312.28	\$3,122.80	*
4	8300-000676	OneStep Cable, X Series	10	\$459.64	\$353.92	\$3,539.20	*
5	8900-000220-01	OneStep Pediatric CPR Electrode (8 per case)	3	\$702.98	\$541.29	\$1,623.87	*
6	8000-001128	AccuVent Sensors (10/box)	4	\$643.75	\$495.69	\$1,982.76	*
7	8000-000393-01	X Series Carry Case, Premium	9	\$715.85	\$350.00	\$3,150.00	*
8	8000-000876-01	Paper, Thermal, w/Grid, BPA Free (box of 6)	9	\$24.72	\$19.03	\$171.27	*
9	8900-0400	CPR stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case	3	\$605.64	\$466.34	\$1,399.02	*

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EMS Territory Manager
832-928-7574

Brian Price
VENT Territory Manager
858-229-1717



TO: Walker County EMS
1619 State Highway 30
Huntsville, TX 77320

Attn: **Rachel Parker**

email: rparker@co.walker.tx.us

Tel: 936-435-2484

ZOLL Medical Corporation

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(800) 348-9011
(978) 421-0015 Customer Support
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QUOTATION 398224 V:4

DATE: October 05, 2021

TERMS: SPECIAL

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
10	8 000 - 000372	SpO2/SpCO/SpMet Rainbow DCI Reusable Sensor, Pedi	10	\$870.35	\$670.17	\$6,701.70	*
11	8 000 - 001392	Rainbow, RC-4, 4FT, Reusable EMS Patient Cable	10	\$252.35	\$194.31	\$1,943.10	*
12	8 000 - 000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	10	\$870.35	\$670.17	\$6,701.70	*
13	8 000 - 000459	M-LNCS DCI Reusable Sensor	10	\$303.85	\$233.96	\$2,339.60	*
14	8 000 - 000476	M-LNCS Pdtx-3 Pediatric SpO2 Adhesive Sensor, 3 ft. Single Patient Use 10-50kg (20 per box)	3	\$350.20	\$269.65	\$808.95	*

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15	8 7 7 8 - 8 9 0 0 4 - WF	<p>Worry-Free Service Plan, 4 Years. 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.</p> <p>COMMENTS:</p> <p>ACCIDENTAL DAMAGE COVERAGE Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage.</p> <p>BATTERY REPLACEMENT PROGRAM</p> <ul style="list-style-type: none">- Batteries must be maintained per ZOLL's recommended maintenance program.- Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare	10	\$6,100.00	\$5,490.00	\$54,900.00 *

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		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.				
16	8400-110045	CaseReview Premium Subscription, X Series, 5 Year- Hosted. Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	6	\$2,054.85	\$2,054.85	\$12,329.10
17	5001-9928	ZOLL E Series w/Pacing, 12 lead + 3 parameters or more Trade-In	5		(\$500.00)	(\$2,500.00) **
18	6008-9901	ZOLL EMS X Series Trade-In	5		(\$6,000.00)	(\$30,000.00) **

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
19	8660-001400-01	ZVent Portable Ventilator, Basic. Unit Consisting of: 1ea- Circuit, Vent, Single Limb, WYE, Adult/Pedi 1ea- Circuit, Vent, Single Limb, WYE, Infant 1ea- Assembly Oxygen Hose 6" Long 2ea - Filter, Foam, Inlet, 1.08" dia. X 1/2" Long, Individually Bagged 2ea- Filter, Disk, Fresh Gas/Emergency. Air Intake, Individually Bagged 1ea - Power Cord, 6". 18AWG 3 SPT-2, NEMA 5- 15P, IEC60320-C5 (Check MFR) 1 ea -Power Supply, 100-240 VAC, 100W, 24V, 4.2A, IEC 320 & DT7L Plugs.	8	\$12,869.85	\$9,394.99	\$75,159.92 *
20	703-0731-27	Carry Case (white), Eagle II	8	\$395.00	\$296.25	\$2,370.00 *

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21	8 7 7 8 - 8 9 0 0 4 - WF - V	VENT-Worry-Free Service Plan, 4 Years, Point of Sale. Includes: Annual preventive maintenance (Includes battery replacement during 4-year PM), 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 device outer housing replacement/year/device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage	8	\$5,025.00	\$5,025.00	\$40,200.00
22		ZOLL Package Discount				(\$9,725.16)

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<p>Special Payment Terms: 60 equal monthly payments at 0% starting net 30 days.</p> <p>By placing a Purchase Order in response to this quotation, Walker County EMS agrees that it thereby grants to ZOLL a purchase money security interest in all the goods referenced by such purchase order and acknowledges that ZOLL may file a UCC Financing Statement ordering such purchase money security interest. Customer further agrees to provide a signed Security Agreement to ZOLL prior to shipment pursuant to such purchase order.</p> <p>*Reflects Discount Pricing.</p> <p>**Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p>				

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<p>**Trade value guaranteed only through December 31, 2021.</p> <p><u>Line Item 16 will be governed by Terms & Conditions listed on http://www.zoll.com/SSPTC.</u> <u>and http://www.zoll.com/SSHTC All other items will be governed by Terms & Conditions listed on http://www.zoll.com/GTC</u></p>				

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TOTAL \$491,939.99

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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”.

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. 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 EVENTS 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: _____



COMMISSIONER'S
COURT APPROVED
9/27/21

ORDER NO. 2021-99

AN ORDER GRANTING AN EXEMPTION AS ALLOWED UNDER SECTION 262.024 (a)
(7) (D) OF THE LOCAL GOVERNMENT CODE

BE IT RESOLVED and ORDERED BY THE COMMISSIONERS' COURT OF WALKER COUNTY TEXAS,
that:

SECTION 1: under LGC §262.024(a)(7)(D) Discretionary Exemption: for captive
replacement parts or components for equipment;

SECTION 2: Vendor will be Zoll Medical Corporation.

SECTION 3: This resolution and order shall take effect October 1, 2021, after passage
by Commissioners' Court and review by the District Attorney.

PASSED AND APPROVED this 27 day of September, 2021.

Handwritten signature of Danny Pierce in cursive.

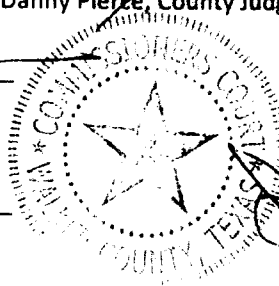
Danny Pierce, County Judge

Handwritten signature of Danny Kuykendall in cursive.

Danny Kuykendall
Commissioner Precinct 1

Handwritten signature of Bill Daugette in cursive.

Bill Daugette
Commissioner Precinct 3



Handwritten signature of Ronnie White in cursive.

Ronnie White
Commissioner Precinct 2

Handwritten signature of Jimmy D. Henry in cursive.

Jimmy D. Henry
Commissioner Precinct 4

Approved as to form:

Handwritten signature of Will Durham in cursive.

Will Durham, Walker County District
Attorney



269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

12/30/2021

Rachel Parker
Walker County EMS
PO Box 1260
Huntsville, TX 77340

Dear Rachel:

We appreciate your selection of ZOLL® products. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® and X Series Advanced Defibrillators for the EMS Market. ZOLL® or Steve Bagwell, EMS Account Executive, will not sell an X Series® and X Series Advanced Defibrillator to Walker County EMS, through any vendor or dealer and no vendor or dealer is authorized to provide warranty or service.

Should you have any questions or require additional information please contact me at 978-303-4112.

Sincerely,

A handwritten signature in black ink that reads "Jody Podgurski". The signature is written in a cursive style with a large, stylized "J" and "P".

Jody Podgurski
Local Contracts Specialist