

RESOLUTION NO. 24-17

A RESOLUTION AUTHORIZING 2024 PURCHASE OF ZOLL MONITORS FOR THE
FIRE DEPARTMENT AND A 2024 NON-MAJOR SPECIAL REVENUE FUND AND
2024 EQUIPMENT REPLACEMENT FUND BUDGET AMENDMENT

WHEREAS, the Village Board of Trustees of the Village of Hales Corners has reviewed and approved a 2024 Budget on November 20, 2023; and

WHEREAS, upon adoption of the 2024 Budget, a proposal was received to purchase Zoll Monitor/Defibrillator units required for the Fire Department to advance to paramedic response units; and

WHEREAS, Milwaukee County Office of Emergency Management had negotiated an agreement whereby the Village of Hales Corners can purchase the units resulting in savings of \$60,000; and

WHEREAS, funding is available from reserves in the American Rescue Plan Act (ARPA) Fund (\$39,847) and Equipment Replacement Fund (\$108,815) designated for Fire Department purchases funds and the Village Board of Trustees deems this purchase as necessary to protect the health and safety of the public.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees hereby authorizes the following 2024 Budget amendment to identified accounts below:

Account	Description	Increase (Decrease)
614-523-999	Outlay	27,000
700-523-999	Outlay	27,000

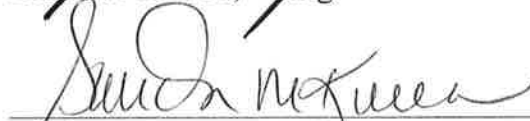
BE IT FURTHER RESOLVED, the authorization to purchase two Zoll Monitor/Defibrillator units from Zoll Medical Inc. as proposed by Milwaukee County Office of Emergency Management in the amount of \$54,000 is hereby approved.

BE IT FURTHER RESOLVED, that this resolution be published as allowed under 2019 Wisconsin Act 42 within 15 days of adoption by posting the notice on the Village of Hales Corners website.

PASSED and ADOPTED this 15th day of April, 2024.



Daniel J. Besson, Village President



Sandra M. Kulik, Administrator/Clerk



**ZOLL Medical Corporation**

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

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

Quote No: Q-77163 Version: 1

Milwaukee County EMS
633 West Wisconsin Avenue Suite 700
Milwaukee, WI 53203

ZOLL Customer No: 101094

Dan Pojar
(414) 226-7354
dan.pojar@milwaukeecountywi.gov

Quote No: Q-77163
Version: 1

Issued Date: February 27, 2024
Expiration Date: March 31, 2024

Terms: 20% due net 30, 20% due
January 31, 2025, 20% due January 31,
2026, 20% due January 31, 2027,
balance due January 31, 2028.

FOB: Destination
Freight: Free Freight

Prepared by: Daniel Brehm
EMS Territory Manager
dbrehm@zoll.com
+1 2623128868

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
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Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		601-2271211-01-66	<p>Refurbished X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, SpMet, SPHB, SPOC, PVI, PI, EtCO2, BVM, Temp, NIBP, CPR Expansion Pack</p> <p>Includes: 4 trace tri-mode display monitor/defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Carry case, Operator Manual, Quick Reference Guide, and Six (6)-month EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2, SpCO, SpMet with Signal Extraction Technology (SET), Rainbow SET® • Masimo® Advanced Parameters License (SpHb, SpOC, PVI, PI) • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately • Two Temperature monitoring channels with digital displays. Temperature probes sold separately •</p>	20	\$50,005.00	\$27,000.00	\$540,000.00

Subtotal: \$540,000.00

Total: \$540,000.00

Contract Reference	Description
1374349	Reflects GPO NPP 2020 - Contract No. PS20200 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NPP 2020 - Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

UCC Financing Statement
By placing a Purchase Order in response to this quotation, Customer 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.

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To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> 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 upon availability.
2. This Quote expires on March 31, 2024. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL Webstore.

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

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

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

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

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

Milwaukee County EMS

Authorized Signature:

Name:

Title:

Date:



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SECURITY AGREEMENT

Equipment + Basic

This Security Agreement, made and entered in this _____ day of _____ by and between **ZOLL Medical Corporation**, located at **269 Mill Rd Chelmsford, MA 01824**, (hereinafter "Secured Party") and _____ with headquarters located at _____ and if a legal person or registered, incorporated, formed or otherwise organized in or under the laws of the [state] of _____, (hereinafter "Debtor").

I CREATION OF SECURITY INTEREST

In consideration for the extension of credit, Debtor hereby grants a purchase money security interest in, and assigns to the Secured Party, all of Debtors' right, title and interest in, to and under the Collateral described in the first paragraph of Section II below as collateral to security for the payment and performance of all debts, liabilities and obligations of Debtor of any kind whenever and however incurred to Secured Party, including the Obligations (as defined below).

II COLLATERAL

The term "Collateral" as used in this Agreement shall mean (a) the equipment described in Exhibit A and (b) all proceeds thereof.

The term "Obligations" as used in this Agreement shall mean and include the indebtedness related to the purchase of the equipment described in Exhibit A.

III DEBTOR'S OBLIGATIONS

- A. Debtor warrants and covenants that the Collateral will be held for use, sale or lease in and for Debtor's business and will be kept only at the principal place of business set forth herein (and Debtor's additional address(es) set forth with its signature, if any); Debtor will notify Secured Party in writing fifteen (15) days prior to any of the following:
- (1) Change(s) or additions to location of any material or substantial portion of the Collateral,
 - (2) Change(s) in location of chief executive offices (if an unregistered entity),
 - (3) Change(s) in state of Incorporation (if a registered entity),
 - (4) Change(s) in state of residence (if an individual),
 - (5) Change(s) in name of Debtor's business.
- B. Debtor covenants that it will notify Secured Party in writing 30 days prior of: its opening of any new places of business, or the closing of any existing places of business, or the change of name or nature of the entity including changes to state of incorporation or state of chief executive offices.
- C. Debtor warrants and covenants that it has good and marketable title to, all its Collateral, and the same are free and clear of all liens and encumbrances other than liens in favor of the Secured Party securing the Obligations.

IV DEFAULT

The following shall constitute a default by Debtor:



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Non-payment: Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors.

Breach: Misrepresentation or misstatement in connection with, noncompliance with or nonperformance of any of Debtor's obligations or agreements under Sections III and VII shall constitute default under this Security Agreement

Insolvency: The dissolution, termination of existence, \suspension of business, insolvency or business failure of Debtor; or appointment of a receiver, trustee or custodian, for all or any property of Debtor, assignment for the benefit of creditors by Debtor, or the commencement of any proceeding by or against Debtor under any provision of the United States Bankruptcy Code, as amended, or under any other state, federal or other bankruptcy or insolvency law, now or hereafter in effect.

V SECURED PARTY'S RIGHTS AND REMEDIES

- A. Secured Party may assign this security agreement, and this agreement shall be binding upon and insure to the benefit of Secured Party's successor and assigns, and:
- (1) If Secured Party does assign this security agreement, the assignee shall be entitled, upon notifying the Debtor, to performance of all Debtor's obligations and agreements under Sections III and VII, and assignee shall be entitled to all of the rights and remedies of Secured Party under this Section V; and
 - (2) Debtor will not assert any claims or defenses he may have against Secured Party or against its assignee except those granted in this security agreement.
- B. Upon Debtor's default, Secured Party, shall have all rights set forth under the Uniform Commercial Code, including, but not limited to Article 9, and may exercise his rights of enforcement under the Uniform Commercial Code in force in the State where the Collateral is located or where the UCC Financing Statement is filed and in conjunction with, in addition to or substitution for those rights, at Secured Party's discretion, may
- (1) Declare all unpaid balances due and payable, notwithstanding otherwise stated maturities; and/or,
 - (2) Waive any default or remedy any default in any reasonable manner without any or all Accounts or other collateral or proceeds, or to sell, transfer, compromise, waiving the default remedied and without waiving any other prior or subsequent default.
- C. The Secured Party may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

VI RIGHTS AND REMEDIES OF DEBTOR

Debtor shall have all the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code in force in the State of where the Collateral is located or where the UCC Financing Statement is filed. In addition, the Debtor has all rights and remedies and immunities afforded to it as a sovereign, except any waived by virtue of the inclusion of Debtor's obligations set forth in this contract. Debtor shall not assign or transfer its rights or obligations hereunder without the prior written consent of Secured Party and any assignment or transfer made in violation of this sentence shall be void.

VII ADDITIONAL AGREEMENTS AND AFFIRMATIONS

- A. Debtor Agrees and Affirms
- (1) That information supplied and statements made by Debtor in any financial or credit statement or application for credit prior to this security agreement are true and correct and,



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- (2) Debtor warrants and covenants that it will keep and maintain its business as presently constituted and will advise Secured Party immediately of any change in the name or nature or location thereof and of any fact or occurrence which does, or with lapse of time could, impair Debtor's ability to perform hereunder.
- (3) Debtor warrants that all locations of collateral and all corporate, partnership, doing business, trade and individual names are listed below the signature line (hereon) are absolutely accurate and complete and that it will give Secured Party at least thirty (30) days prior written notice of any change thereof, addition thereto or deletion there from.
- (4) That if Debtor is also buyer of the Collateral, there are no express warranties unless they appear in writing signed by the seller and there are no implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the Collateral.

B. Mutual Agreements

- (1) "Debtor" and "Secured Party" as used in this security agreement include the heirs, executors or administrators, successors or assigns of those parties.
- (2) The law governing this secured transaction shall be that of the State where the Collateral is located or where the UCC Financing statement is filed.
- (3) If more than one Debtor executes the security agreement, their obligations hereunder shall be joint and several.
- (4) This agreement does not waive Secured Party's rights under any other agreement that Debtor has signed with the Secured Party.
- (5) Debtor authorizes Secured Party to file a UCC Financing Statement describing the Collateral and appoints Secured Party as Debtor's agent and grants Secured Party limited Power of Attorney to sign UCC forms for the purpose of protecting Secured Party's interest.

C. Form of Debtor's Business

- (1) Debtors represents and warrants as follows: Debtor's business is (circle one);

a. Registered Organization b. Unregistered Organization c. Individual

(a) If a. Registered Organization: **State where Incorporation/Formed** _____.

(b) If b. Unregistered Organization: Location of Business (state) or if more than one place of business, "chief executive office" _____.

(c) If c. Individual: State or States of Residence (include all states) _____, _____, _____.

- **Registered Organizations include:** Includes corporations, limited liability corporations and registered limited partnerships.

- **Unregistered Organizations include:** Partnerships.

- **Individuals Include:** Sole Proprietorships

D. Further Assurances.

- (1) Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the purchase money security interest granted herein or to effectuate the rights granted to the Secured Party herein.
- (2) Debtor represents and warrants that Debtor's exact legal name is set forth in the first paragraph of this Security Agreement.



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- (3) This Agreement is governed by the laws of the Commonwealth of Massachusetts, with the courts therein having exclusive jurisdiction over any disputes between the parties to this Agreement.

VIII INDEMNITY

To the extent permitted by law, Debtor hereby agrees to indemnify Secured Party and its affiliates, agents, and attorneys, and to hold them harmless from and against any and all claims, debts, liabilities, demands, obligations, actions, causes of action, penalties, costs and expenses (including reasonable attorneys' fees), of every kind, which they may sustain or incur based upon or arising out of any enforcement of this Agreement or the Obligations; provided that this indemnity shall not extend to damages proximately caused by any indemnitee's own or its representatives' gross negligence or willful misconduct. Notwithstanding any provision in this Agreement to the contrary, the indemnity agreement set forth in this Section shall survive any termination of this Agreement and shall for all purposes continue in full force and effect.

IX MISCELLANEOUS

The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Security Agreement. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. The terms of this Security Agreement may be waived, altered or amended only by an instrument in writing duly executed by Debtor and the Secured Party. In the event that any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

(Signature Page Follows)

IN WITNESS WHEREOF, Debtor has executed this Security Agreement as of the date indicated above.

DEBTOR NAME

BY: _____
(Print name)

BY: _____
(Print name)

(Signature and Title)

(Signature and Title)



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SECURED PARTY NAME

BY: _____
(Gary Schaefer - Credit Manager)

ACCEPTED at Creditor City, State, this _____ day of _____, 20____.