

September 24, 2019

Sent via Email: SCarvey@Venicegov.com

Shawn Carvey Fire Chief City of Venice, Florida

Re: Financing for (4) Braun Chief XL, Ford F550 Ambulances, (8) Lifepak Heart Monitors, (8) Med Vaults

Thank you for trusting Leasing 2 with your financing needs. Attached to this email are the required documents for execution, and their instructions are below.

PLEASE READ: Carefully follow the instructions below, checking off each item as completed. Documentation completed improperly will have to be redone and possibly delay funding. If you have any questions, please call us at (800) 287-5155.

ALSO:

- ✓ Please execute documents in BLUE ink.
- ✓ As these are legal documents, we cannot accept double-sided printouts.

Lease Purchase Agreement		
 Signed and dated by Lessee's authorized signatory. 		
Exhibit A – Resolution of Governing Body Extract of Minutes		
 Enter the date your resolution was adopted. 		
 Signed by Lessee's authorized signatory. 		
 Signed and dated by Secretary/Clerk or other authorized board member of Lessee at bottom of page. 		
Exhibit B – Opinion of Lessee's Counsel		
 Printed on attorney's letterhead and signed by attorney. Original signature required. Exhibit C – Certificate as to Arbitrage 		
 Enter the date by which the equipment is expected to be fully acquired in Item 4. 		
 Signed and dated by Lessee's authorized signatory. 		
Exhibit D – Description of Equipment		
 Signed and dated by Lessee's authorized signatory. 		
Exhibit E – Payment Schedule		
 Signed and dated by Lessee's authorized signatory. 		
Exhibit F – Acceptance Certificate		
 Please DO NOT CHECK ANY BOXES – this will be completed at closing and you will receive a fully 		
executed Agreement post-closing.		
 Signed by Lessee's authorized signatory. 		
Exhibit G – Essential Use/Source of Funds Letter		
 Enter a description of how the equipment will be used and the services it will provide. 		
 Signed and dated by Lessee's authorized signatory. 		
Exhibit H – Designation of Bank Qualification		
 Signed and dated by Lessee's authorized signatory. 		

	Exhibit I – No	tice and Acknowledgement of Assignment			
	•	Signed and dated by Lessee's authorized signatory.			
	Insurance Co	Insurance Coverage Requirement			
	•	Enter the name, address & phone number of your insurance agent.			
	•	If self-insured, check Item 2 and provide information regarding the nature of your self-insurance program			
		along with the amounts of liability and physical damage coverage listed on a certificate.			
	Billing Inform	ation			
	•	Enter all of the requested information.			
	Customer Ide	ntification Program Organized Entity			
	•	Enter all of the requested information.			
	•	Signed by Lessee's authorized signatory.			
	Escrow Agree	ement			
	•	Signed and dated by Lessee's authorized signatory.			
	Escrow Exhibit A –Disbursement Request and Acceptance Certificate				
	•	Complete to request monies be paid to vendor from escrow fund.			
	•	Signed and dated by Lessee's authorized signatory.			
✓	POST FUNDIN	IG REQUIREMENT			
	IRS Form 803	8-G (Form 8038-GC if the issue price is under \$100,000)			
	•	We will email you this form for signature after the lease is funded.			
	Escrow Disbu	rsements			
	•	Disbursement documents authorizing release of vendor payments upon equipment acceptance will need			
		to be signed.			
ALL DO	OCUMENTATIO	N SHOULD BE EMAILED OR FAXED FOR REVIEW PRIOR TO OVERNIGHTING.			

OCTOBER 25, 2019 PLEASE RETURN ALL DOCUMENTS BY:

Email/fax to:

Donna Womack

dwomack@leasing2.com

Fax: (813) 258-9333

Phone: (800) 287-5155, Ext. 14

Overnight to:

Leasing 2, Inc.

1720 W. Cass St.

Tampa, FL 33606

(800) 287-5155

Alternate contact:

Brad Meyers

bmeyers@leasing2.com

Fax: (813) 258-9333

Phone: (800) 287-5155, Ext. 12

Thank you for your business.

LEASE-PURCHASE AGREEMENT

LESSEE:

City of Venice, Florida 401 W. Venice Avenue Venice, FL 34285

LESSOR: Leasing 2, Inc. 1720 West Cass Street Tampa, FL 33606-1230

Dated as of November 1, 2019

This Lease-Purchase Agreement (the "Agreement") dated as of November 1, 2019 by and between Leasing 2, Inc. ("Lessor"), and City of Venice, Florida ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of Florida ("State").

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW. THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

Agreement" means this Lease-Purchase Agreement, including the Exhibits atlached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

'Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) Leasing 2, Inc., acting as Lessor hereunder, (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s)

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment,

COVENANTS OF LESSEE

Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder. Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has compiled with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord walvers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

(f) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.
(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation the content of the content that will cause the interest potton of any remain regiment to become includable in gross income or the recipient for purposes of regeral income taxatio under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-

bribery, anti-money laundering and anti-terrorism laws.

LEASE OF EQUIPMENT

Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then In effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then In effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

- Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:
 (a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;
- (b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;

A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or

(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rall common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V **ENJOYMENT OF EQUIPMENT**

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI **RENTAL PAYMENTS**

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and Intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be pald by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A cortion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covernants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the

decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

<u>Section 6.07. Termination by Nonappropriation</u>. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal Income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease.

MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for Income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of

years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

<u>Section 8.03. Provisions Regarding Insurance</u>. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written

Section 8.04. Advances. In the event Lessee shall fall to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such fallure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

deducting all expenses (including accorder) is ready in the confection of said leafing of award.

<u>Section 9.02. Insufficiency of Net Proceeds.</u> If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be llable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperty, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any Item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

OPTION TO PURCHASE ARTICLE XI

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- (a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or (b) If the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- (c) any time when Lessee Is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, If requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee

ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- (c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee in the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (I) the provisions of Section 6.07 hereof with respect to nonappropriation; and (II) If by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing. Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

(a) Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor, provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or

(b) Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default.

Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or malled by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be walved, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this

Section 14.09 Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such walver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Execution of Facsimile. In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Lease or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

Section 14.12 WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably walve any right to a jury trial with respect to any matter arising under or in connection with this Lease

Section 14.12 WAIVER OF JURY TRIAL. Lessee and Lessor nereby irrevocably waive any right to a jury that with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (I) the completion of the Equipment, or (II) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSOR:	Leasing 2, Inc.
Execute:	
Ву:	
Title:	
Date:	
LESSEE:	City of Venice, Florida
Execute:	
Ву:	John Holic
Title:	Mayor

EXHIBIT A

RESOLUTION OF GOVERNING BODY EXTRACT OF MINUTES

LESSEE:	City of Venice, Florida		
At a duly calle introduced and ad	ed meeting of the governing body of Lessee lopted.	held on the <u>8th</u> day of <u>October</u>	, 20 <u>19</u> , the following resolution was
Lease-Purchase A			acquisition of the Equipment described in the the Equipment will be used solely for essential
	Lessee has taken the necessary steps, incluquisition of such Equipment.	uding, without limitation to compliance with le	gal bidding requirements, under applicable law to
of Lessee for the a Lease-Purchase <i>A</i>	acquisition of such Equipment, and the gove	rning body of Lessee designates and confirm	ent and Escrow Agreement are in the best interest is the following person to execute and deliver, the mmation of the transactions contemplated by the
			olic, Mayor
Lease-Pu	(Signature of Party to Execute urchase Agreement and Escrow Agreement)		me and Title)
			emains in full force and effect and further certifies I at said meeting of the governing body of Lessee.
	S	Secretary/Clerk	
	D	Pate	

PERSSON, COHEN & MOONEY, P.A.

ATTORNEYS AND COUNSELORS AT LAW

David P. Persson** Andrew H. Cohen Kelly M. Fernandez* Maggie D. Mooney* R. David Jackson* Regina A. Kardash*

Telephone (941) 306-4730 Facsimile (941) 306-4832 Email: kfernandez@swflgovlaw.com

* Board Certified City, County and Local Government Law

** Of Counsel

Reply to: Lakewood Ranch

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

LESSEE:

City of Venice, Florida

DATE OF AGREEMENTS:

November 1, 2019

Leasing 2, Inc. 1720 West Cass Street Tampa, FL 33606-1230

Ladies and Gentlemen:

As counsel for the City of Venice, Florida ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, (the "Agreements"), between Lessee and Leasing 2, Inc. ("Lessor"), and Lessee, Lessor, and Old National Wealth Management, respectively, both dated as of November 1, 2019, and the proceedings taken by Lessee to authorize and execute the Agreements. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

- 1. Lessee is a public body corporate and politic, legally existing under the laws of the State of Florida.
- 2. The Agreements have been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. 2019-26, attached as Exhibit A to the Lease-Purchase Agreement.

- 3. The Agreements are legal, valid and binding obligations of Lessee, enforceable in accordance with their terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreements, Lessee will be obligated to pay such judgment.
 - 4. Applicable public bidding requirements have been complied with.
- 5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreements.
- 6. The signature of the officer of Lessee which appears on the Agreements is true and genuine; I know said officer and know him to hold the office set forth below his name.
- 7. The Equipment leased pursuant to the Agreements constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- 8. The leasing of the Equipment pursuant to the Agreements is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease, and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

Kelly M. Fernandez City Attorney City of Venice, Florida

EXHIBIT C

CERTIFICATE AS TO ARBITRAGE

- I, John Holic, hereby certify that I am duly qualified and acting Mayor, of City of Venice, Florida (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated November 1, 2019 (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.
- 1. The Agreement provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").
- 2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of \$1,400,720.00, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of \$1,400,720.00. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.
- 3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.
 - 4. The Equipment will be acquired with due diligence and will be fully acquired on or before July 2020
- 5. In any event, all of the spendable proceeds of the Agreement, including amounts held in escrow, will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.
- 6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.
- 7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.
 - 8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.
- 9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.
- 10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.
- 11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

LESSEE:	City of Venice, Florida	
Ву:	John Holic	
Title:	Mayor	
Date:		

EXHIBIT D

DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the	attached Lease-Pui	rchase Agreement is as follows:	
(4) Braun Chief XL, Ford F550 A	mbulances,	1) VIN:	
		2) VIN:	
		3) VIN:	
		4) VIN:	
(8) Lifepak Heart Monitors, per a	ittached invoice #		_
(8) Med Vaults, per attached invo	oice#		_
to matthew with all additions according and			
together with all additions, accessions and	replacements there	910.	
Lessee hereby certifies that the description of the the attached Lease-Purchase Agreement.	e personal property	set forth above constitutes an accurate	description of the "Equipment", as defined
LOCATION OF THE EQUIPMENT:			
401 W. Venice Avenue			
Venice, FL 34285			
After Lessee signs this Agreement, Lessee model year of the Equipment or its serial number or \	authorizes Lessor VIN) into the Descrip	to insert any missing Information or cha otion of Equipment.	inge any inaccurate information (such as the
LESSEE:	City of Venice, Flo	orida	
Ву:	John Holic		
Title:	Mayor		
Date:		110.011.0	

EXHIBIT E

PAYMENT SCHEDULE

LESSEE: LEASE AMOUNT: COMMENCEMENT DATE: INTEREST RATE: City of Venice, Florida \$1,400,720.00 11/1/2019 2.99%

PAYMENT					PURCHASE
<u>NO.</u>	<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	PRINCIPAL	PRICE*
1	11/1/2020	\$305,785.44	\$41,912.24	\$263,873.20	\$1,162,420.49
2	11/1/2021	\$305,785.44	\$34,016.65	\$271,768.79	\$882,405.23
3	11/1/2022	\$305,785.44	\$25,884.80	\$279,900.64	\$595,445.58
4	11/1/2023	\$305,785.44	\$17,509.64	\$288,275.80	\$301,369.33
5	11/1/2024	\$305,785.44	\$8,883.87	\$296,901.57	\$0.00
Grand Totals	s	\$1,528,927.20	\$128,207,20	\$1,400,720.00	

LESSEE:	City of Venice, Florida	
Ву:	John Holic	
Title:	Mayor	
Date:		

^{*} After payment of Rental Payment due on such date.

EXHIBIT F

ACCEPTANCE CERTIFICATE

The undersigned, acknowledges:	as Lessee under the Lease-Purchase Agreement (the "Agreement") dated November 1, 2019, with Leasing 2, Inc. ("Lessor"), hereby			
1	Equipment delivered and accepted: Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this day of, 20,			
2. X	Equipment delivery has not yet taken place: The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered, but is scheduled to be delivered within 18 months. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.			
	3. Vendor will be paid in full prior to delivery of equipment: A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.			
	at Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the nence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of			
Agreement and repre Commencement Date	officer of the Lessee hereby reaffirms on behalf of the Lessee In all respects the covenants of the Lessee set forth in Article II of the esents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the e, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, cances other than those expressed therein that would materially affect the expectations expressed therein.			
	LESSEE: City of Venice, Florida			

Ву:

Title:

John Holic

Mayor

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

IO: Leasing 2, Inc.			
RE: Lease-Purchase Agreement Dated November 1, 2019.			
Gentlemen:			
Reference is made to certain Lease-Purchase Agreement dated November 1, 2019 , between Leasing 2 , Inc. and City of Venice , Florida , leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.			
Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, the Equipment was selected by us to be used as follows:			
Please describe USE of equipment: All equipment and vehicles will be used in providing emergency medical			
service patient care and transport of patients to medical facilities. For further detailed information			
please see the attachments to Escrow Agreements, Exhibit A			
Sincerely,			
John Holic, Mayor Date			

EXHIBIT H

DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **November 1, 2019**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **City of Venice, Florida** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year.

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that It is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

ESSEE:	City of Venice, Florida	
Ву:	John Holic	
Title:	Mayor	
Date:		

EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the City of Venice, Florida ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of November 1, 2019, between Leasing 2, Inc. ("Lessor") and City of Venice, Florida ("Lessee"). Leasing 2, Inc. ("Lessor") hereby requests, gives notice and instructs City of Venice, Florida ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to Santander Leasing, LLC or its Assignee.

Santander Leasing, LLC P.O. Box 14565 Reading, PA 19612

ESSEE:	City of Venice, Florida	
Ву:	John Holic	
Title:	Mayor	
Date:		

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: Shawn Carvey, Fire Chief
City of Venice Fire Rescue
Street Address or Box #: 200 Grove St. S
City, State, Zip: Venice, FL 34285
County: Sarasota
Telephone: 941) 480-3030
Fax:(941) 480-3224
Email Address: scarvey@venicegov.com
Invoice Reference: (4) Braun Ambulances, (8) Lifepak Heart Monitors, (8) Med Vaults

CUSTOMER IDENTIFICATION PROGRAM ORGANIZED ENTITY

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account.

What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

CUSTOMER NAME: City of Venice, Florida **CUSTOMER IDENTIFICATION** Taxpayer ID Number: 59-6000443 Business Structure (check one): City Government: X County Government: Tax District: Corporation: Other, description: We may request certified copies of your organizational documents as part of the identification procedure. PRIMARY ADDRESS AND REGISTRATION Address: 401 W Venice Ave Address: Venice City: State: FL Zip Code: 34285 State of Registration/Organization: FL MAILING ADDRESS (if different from above) Address: Address: _____ City: _____ State: Zip Code: _____ Acknowledgment: The information contained herein is true and correct. City of Venice, Florida John Holic Its: Mayor

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") is made and entered into as of **November 1, 2019** ("Escrow Agreement Date"), by and among Leasing 2, Inc. or its assigns ("Lessor"), **City of Venice, Florida** ("Lessee") and Oid National Wealth Management ("Escrow Agent").

RECITALS

WHEREAS, Lessor and Lessee have entered into the Lease-Purchase Agreement dated **November 1, 2019** (the "Lease"), pursuant to which the equipment more particularly described therein (the "Equipment") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Equipment, and Escrow Agent agrees to serve as escrow agent for such funding and acquisition;

WHEREAS, Escrow Agent is hereby notified that Lessor expects to assign all of its right, title, and interest in and to, but not its obligations under, the Lease and this Escrow Agreement to **Santander Leasing**, **LLC**, including, in particular, but without limitation, and Lessor's right to approve all payment requests submitted by Lessee and Lessor's security interest in the Fund (as defined herein).

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

- 1. Escrow Agent shall undertake the duties and obligations of escrow agent as set forth in this Escrow Agreement. Escrow Agent shall not be deemed to be a party to the Lease.
- 2. Lessor has delivered to Escrow Agent the sum of \$ 1,400,720.00 ("Escrow Amount") for deposit by Escrow Agent in an Escrow Account established in connection with the Lease (the "Fund"). The Fund will be administered by Escrow Agent pursuant to the terms of this Escrow Agreement. Lessee acknowledges that Escrow Agent may commingle the Escrow Amount held by Escrow Agent for the benefit of Lessee with other funds held by Escrow Agent for its own account, so long as the Escrow Agent maintains segregation of the Fund on the books and records of Escrow Agent. The Escrow Amount shall not be the property of the Escrow Agent, notwithstanding the fact that it may be commingled with other funds of the Escrow Agent.
- 3. Deposits in the Fund shall be used to pay for the acquisition of the Equipment. The Equipment may be acquired as individual items or as groups of items. Escrow Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Equipment promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Exhibit A", for that portion of the acquisition of the Equipment for which payment is requested. Upon full acquisition of an item or group of items of the Equipment, any remaining cost of such item or group of items shall be disbursed promptly by the Escrow Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Exhibit A", for that portion of the Equipment for which payment is requested. Payment by Escrow Agent shall be to the payee shown on the Escrow Disbursement Request Form. Escrow Agent may deduct overnight mailing fees from the Fund prior to any disbursement requested by Lessee in writing to be sent via overnight mail.
- 4. No fees are due to the Escrow Agent under this Escrow Agreement and neither the Lessee nor any assignee of Lessor shall be responsible for payment of any fees to the Escrow Agent.
- 5. Escrow Agent will invest the Fund, as specified by Lessor, in a Federated Government Obligation Money Market account, ticker GOSXX; provided, however, that notwithstanding anything herein, the yield on the Fund shall not be allowed to exceed the yield on the Lease. If the yield on the Fund at any time exceeds the yield on the Lease, the Lessor shall direct the Escrow Agent to invest the Fund in a lower yielding investment such that no arbitrage is earned on the Fund. Escrow Agent shall maintain the Fund until termination of the Fund pursuant to Section 6 hereof.
- 6. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Escrow Agent for all the Equipment, this Escrow Agreement shall terminate and the Fund shall be closed. If not terminated earlier, this Escrow Agreement shall terminate and the Fund shall close on the date that is three years after the Escrow Agreement Date ("Termination Date"). Upon termination of this Escrow Agreement and closing of the Fund, Escrow Agent shall transfer all remaining principal in the Fund to Lessor and such amounts shall be applied by Lessor to Lessee's next Rental Payment. Lessee agrees that any interest earned on the Escrow Amount held in the Fund in excess of the costs of the Equipment will be paid to Leasing 2, Inc.
- 7. Lessor and Lessee may by written agreement between themselves remove the Escrow Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Escrow Agent.
- 8. Escrow Agent may at any time and for any reason resign as Escrow Agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.

- 9. Escrow Agent shall have no obligation under the terms of this Escrow Agreement to make any disbursement except from the Fund. Escrow Agent makes no warranties or representations as to the Equipment or as to performance of the obligations of Lessor or Lessee under this Escrow Agreement or the Lease.
- 10. Escrow Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Escrow Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.
- 11. Except to the extent it would invalidate the Lease or otherwise be prohibited by law, to secure the payment of all Lessee's obligations under the Lease, Lessee, grants to Lessor a security interest constituting a first lien on the Escrow Amount and on all amounts held in the Fund and any proceeds therefrom. Lessee hereby authorizes Lessor to prepare and file such financing statements, any amendments thereto and other such documents to establish and maintain such first lien and perfected security interest. Lessee hereby acknowledges the receipt of copies of the financing statements prepared by Lessor and hereby confirms the accuracy of the information contained therein. Lessee further agrees to execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.
- 12. The Lessor and Lessee, to the extent permitted by law, hereby agree to indemnify, defend, protect and hold the Escrow Agent, its affiliates, its officers, directors, agents and employees, harmless from and against any and all claims, losses, liability, damages, costs or expenses that the Escrow Agent may suffer or incur arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including reasonable attorneys' fees, but excluding any losses, liability, damages, costs or expenses due to the Escrow Agent's negligence or willful misconduct or its failure to act in accordance with the terms of this Escrow Agreement. This indemnity shall survive the termination of this Escrow Agreement or the removal or resignation of the Escrow Agent. The Escrow Agent agrees to indemnify, defend, protect and hold the Lessor, its affiliates, its officers, directors, agents and employees, harmless from and against any and all claims, losses, liability, damages, costs or expenses that the Lessor may suffer or incur arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including reasonable attorneys' fees, but excluding any losses, liability, damages, costs or expenses due to the Lessor's negligence or willful misconduct.
- This Escrow Agreement may be amended only by written agreement executed by all the parties.
- 14. This Escrow Agreement may be executed in several counterparts, each of which shall be an original.
- 15. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which the Lessee is organized.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

LESSOR:	Leasing 2, Inc.	
	BY:	
	Name:	
	Title:	
LESSEE:	City of Venice, Florida	
	BY:	
	Name: John Holic	
	Title: Mayor	
ESCROW AGENT:	Old National Wealth Management	
	BY:	
	Name:	
	Title:	

ESCROW AGREEMENT - Exhibit A

ESCROW DISBURSEMENT REQUEST FORM

Old National Wealth Management, acting as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of **November 1, 2019**, by and among the Escrow Agent, Leasing 2, Inc. ("Lessor") and **City of Venice**, **Florida** (" Lessee") (the "Escrow Agreement"), is hereby requested to pay to the person or corporation designated below as payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below, which equipment was financed pursuant to that certain Lease-Purchase Agreement dated **November 1, 2019**, by and between Lessor and Lessee (the "Lease"). The amount shown below is due and payable under the attached vendor invoice(s) of payee with respect to the described equipment and has not formed the basis of any prior request for payment from the escrow account established under the Escrow Agreement.

PAYEE: Knox			
AMOUNT: <u>\$17</u>	,313.00		
DESCRIPTION OF E	QUIPMENT: <u>MedVault L</u>	arge (4) and Small (1)	
INVOICE #			_ DATED:
Indicate Method for P	ayment Disbursement:		
_	Overnight Check ***	Regular Mail Check	Wire Funds
Mailing Address: _		Wire Instructions:	
_			
_			
_	***Please note that t	there might be a fee charged for over	might delivery
		from the escrow balance before disk	
Lessee: City of Veni	ce, Florida		
Ву:			
Name: John Holic			
Title: Mayor	9		
Assignee: Santander	•		
	25051119, 225		
By: Authorized Signer			
		ACCEPTANCE CERTIFICAT	ΓE
accepts such equipme performed by it under	ent, and hereby certifies that Lest the Lease with regard to such e	ssor or its assignee has fully and sa	re and included on the attached vendor invoice(s), hereby tisfactorily performed all covenants and conditions to be ally insured in accordance with Section 8.03 of the Lease and in the Lease.
Date:			
		Lessee: City of Venice, Flo	orida
		Ву:	
		Title: Mayor	



1601 W.Deer Valley Rd. Phoenix, AZ 85027-2112 USA

knoxbox.com

Quotation

Quote #: Date: Q-304915

0/18/20

9/18/2019 8:15:39 AM

Nathan McManus Venice Fire Dept 200 GROVE ST N VENICE, FL 34285-4625

Dear Nathan:

Thank you for your interest in Knox products. Please find below the requested quotation.

Item Number	Description	Quantity	Unit Price	Amount
5520H3SK	MedVault® Large, STD DOOR, WIFI STD, SURFACE, BACK ANT MASTER LOCK: PS-98-0001-01-75-EMS01 REPAIR TECH LOCK: PS-98-0001-01-75-RTE01	8	\$1,880.00	\$15,040.00
5201S3K	MedVault® Small, WIFI STD, SURFACE, BACK ANT PS-98-0001-01-75-EMS01 PS-98-0001-01-75-RTE01	1	\$1,662.00	\$1,662.00
9001	ADMINISTRATIVE SOFTWARE	1	\$245.00	\$245.00
9804	REPAIR TECH KEY PS-98-0001-01-75-RTE01	1	\$0.00	\$0.00
9805	MedVault® OVERRIDE KEY PS-98-0001-01-75-EMS01	1	\$0.00	\$0.00
	SHIPPING & HANDLING CHARGES	1	\$366.00	\$366.00
			TOTAL	\$17,313.00

Terms & Conditions

All pricing is subject to change and is based on a quantity order to be shipped all at one time. Prices quoted are valid through the "Expires On" date shown. All shipping and handling fees, if provided, are estimates based upon ground service to the address shown above. Knox will provide you a firm cost for shipping and handling fees when order is placed. Knox provides detailed installation instructions with each Knox product. However, Knox is not responsible for actual installation.

SALES TAX DISCLAIMER: Knox is required to collect sales tax for purchases made in the following states: AL, AZ, CA, CO, CT, FL, GA, IA, IL, IN, KY, MA, MD, ME, MI, MN, NC, NE, NJ, OK, PA, TN, TX, WA and WI. Where applicable, Knox will charge sales tax unless you have a valid sales tax exemption certificate on file with Knox. If you are sales tax exempt, you must provide us with an exemption certificate at the time the order is placed.

PRE-PAYMENT OR CIF REQUIRED FOR BILLING KNOX EMS SHEET REQUIRED ON FIRST MED VAULT ORDER

Payment Terms: Prepaid Delivery Method: FXG Expires On: 03/16/2020

By signing, you accept this Quotation and Terms, including the product configuration and payment terms indicated above.

Signature

Date

If I can provide further assistance please feel free to contact me.

Regards,

Wendy Fecteau Senior Regional Account Manager



o: 800-552-5669 **c:** 941-441-6162 **f:** 888-342-6655



KNOX*
1601 W.Deer Valley Road Phoenix, Az 85027 Tel: 623-687-2300 Fax: 623-687-2290 Email: info@knoxbox.com

CUSTOMER INFORMATION FORM

Phone minimized communication and the same a	BUSINESS CONT	ACT INFORMATION	
Business name:	**************************************		
DBA name (if applicable):			
Phone:	Fax:	E-mail:	
Address:			
City:		State:	ZIP Code:
	BUSINE	SS ENTITY	
U.S Government please select	Federal 🔘	State ()	Local (
Canadian Government	Commercial O	Native American	Other:
	BUSINESS R	EQUIREMENTS	
Are you tax exempt?			-
Yes (please fax or email to Kn	ox above)	O No	
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Do you require PO?		от и повин (Malla, de lab) де у тенти и повин и повин и повин (Mela, de p d — реголи и и повин Минана	
Yes, hard copy (please send to	o Knox)	PO# ONLY	
NO, Knox requires you to sign	a sales quote for all orde	rs \$750.00 and above before	an order can be processed
	HEREITI AND ALL THE STATE OF TH		
New York and New Jersey Cus	tomers ONLY !!! Do you	require voucher?	
Yes, original with original clair	nant's signature	Yes, fax or email copy	with claimant's original signature
Yes, fax or email with Claiman	t's signature	No voucher required a	100 mm 10
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How do you want to receive yo	our invoice?	* · · · · · · · · · · · · · · · · · · ·	-
Email (provide email if differer	nt from A/P) :	THE RESIDENCE AND ADDRESS OF THE PARTY OF TH	
Mail (provide address if differe	ent from A/P) :	And the state of t	
	PURCHASI	NG CONTACT	
First and Last Name:	1900 (1900 (1900 (1900 (1900 (1900 (1900 (1900 (1900 (1900 (1900 (1900 (1900 (1900 (1900 (1900 (1900 (1900 (19		
Phone:	Fax:	E-mall:	
	ACCOUNTS PA	YABLE CONTACT	
First and Last Name:	rende I del anterior anterior i de sent i en mant i e mante i mante i mante i de del cidad de la company n	antererende i Melanny banyon ny mpanyany i taona vi Malaka Melaka ao	
Phone:	Fax:	E-mail:	
Company name:	aking katha dangan ya maning nganggan arawa damangangganggan nganggan panggangganggan katha dan katha dan akin	от <mark>в постоям на менения на весто подрождения на продения на предостава на подрождения на подро</mark>	
Address:	ر (۱۳۵۱ - ۱۳۵۱ - ۱۳۵۱ - ۱۳۵۱ - ۱۳۵۱ - ۱۳۵۱ - ۱۳۵۱ - ۱۳۵۱ - ۱۳۵۱ - ۱۳۵۱ - ۱۳۵۱ - ۱۳۵۱ - ۱۳۵۱ - ۱۳۵۱ - ۱۳۵۱ - ۱۳	State:	ZIP Code:
The undersigned, being duly aut	horized representative of	the company named above	
to sign on behalf of the compan			
balances will be assessed a fina			
and court cost related to collect			
any balance is not paid when d			
account is paid in full. We do ac			
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First and Last Name:	THE COLUMN TO THE COLUMN THE COLU	' Title:	
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Signature:	TRANSPORTER STANSFORM CONTEST PROPERTY AND	Date:	
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ESCROW AGREEMENT - Exhibit A

ESCROW DISBURSEMENT REQUEST FORM

Old National Wealth Management, acting as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of **November 1, 2019**, by and among the Escrow Agent, Leasing 2, Inc. ("Lessor") and **City of Venice, Florida** ("Lessee") (the "Escrow Agreement"), is hereby requested to pay to the person or corporation designated below as payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below, which equipment was financed pursuant to that certain Lease-Purchase Agreement dated **November 1, 2019**, by and between Lessor and Lessee (the "Lease"). The amount shown below is due and payable under the attached vendor invoice(s) of payee with respect to the described equipment and has not formed the basis of any prior request for payment from the escrow account established under the Escrow Agreement.

PAYEE: 1en-8	3		
AMOUNT: <u>\$93</u>	3,692.00		
DESCRIPTION OF E	QUIPMENT: 4 - 2020 E	Braun Chief XL ambuland	ces on 2020 Ford Chassis
INVOICE #			DATED:
	Payment Disbursement:		
	Overnight Check ***	Regular Mail Check	Wire Funds
Mailing Address: _		Wire Instructions:	
-			
-	***************************************	iboro minht ha a faa abarraad far aya	
		there might be a fee charged for ove from the escrow balance before dis	
Lessee: City of Veni	ce, Florida		
Ву:			
Name: John Holic			
Title: Mayor			
Assignee: Santander	r Leasing, LLC		
Ву:		<u></u>	
Authorized Signer			
		ACCEPTANCE CERTIFICA	
accepts such equipm performed by it under	ent, and hereby certifies that Lear the Lease with regard to such e	ssor or its assignee has fully and sa	we and included on the attached vendor invoice(s), hereby atisfactorily performed all covenants and conditions to be ally insured in accordance with Section 8.03 of the Lease ed in the Lease.
Date:			
		Lessee: City of Venice, FI	orida
		Ву:	
		Name: John Holic	
		Title: Mayor	



Equipment Proposal



This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire Equipment, Inc. ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List (or for ambulance sales, the Quotation, or Order Form, as applicable), Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: September 17, 2019 Customer: City of Venice Fire Department

Customer Address: 200 N. Grove Street, Venice, FL 34285

Quantity	Product Description & Options	Price
4	2020 Braun Chief XL Ambulances, built on 2020 Ford F550 chassis. Pricing is based on Florida Sheriff's Association Contract #FSA18-VEF13.0, specification # 01.	
	Base Price FSA Contract Mid Term Increase Options & Upgrades Braun & Ten-8 Discount	\$216,200.00 \$8,648.00 \$17,929.00 (\$9,354.00)
	Per unit price: *Price includes a pre-build and final inspection for (3) personnel.	\$233,423.00
	Purchase Price:	\$933,692.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 8 (months) after Company receives Customer's acceptance of this Proposal as defined below.

Other: Final Delivery may vary based on chassis availability.

Unless accepted within 60 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: City of Venice Fire	Ten-8 Fire Equipment, Inc.
Ву:	By: Michael Day
Title:	By: Michael Day Title: Authorized Sales Representative
Print:	Print: Michael Day
Date:	Date: September 17, 2019

PURCHASING TERMS AND CONDITIONS

(Florida)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire Equipment, Inc., a Florida corporation ("Company") and Customer (as defined in Ten-8 Fire Equipment, Inc.'s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

a. "Acceptance" has the same meaning set forth in Company's Equipment Proposal.

b. "Company's Equipment Proposal" means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.

- c. "Cooperative Purchasing Contract" means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. "Delivery" means when Company delivers physical possession of the Product to Customer.

e. "Manufacturer" means the Manufacturer of any Product.

- f. "Prepayment Discount" means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. "Product" means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. "Purchasing Terms and Conditions" means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- i. "Specifications" means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.
- 2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.
- 3. <u>Term of Agreement</u>. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
- 4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s) as set forth in Company's Equipment Proposal ("Purchase Price"). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment.
- 5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.
- 7. <u>Delivery</u>. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
- 8. <u>Standard Warranty</u>. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. <u>Disclaimer</u>. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
- 9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
- 10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, including transportation or delivery losses outside of Company's control, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.
- 11. <u>Customer's Obligations</u>. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

- 12. <u>Default</u>. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
- 13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
- 14. <u>Arbitration.</u> Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
- 15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire Equipment, Inc. will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

ATTACHMENT A: PROPOSAL OPTION LIST (OR FOR AMBULANCE SALES, THE QUOTATION, OR

ORDER FORM, AS APPLICABLE)

ATTACHMENT B: WARRANTY



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308 P.O. Box 12519 • Tallahassee, Florida 32317-2519 p: (850) 877-2165 f: (850) 878-8665 www.flsheriffs.org



March 26, 2019

Dear Fire Rescue Vehicles & Other Equipment Manufacturer Representatives:

We received mid-term contract price adjustment requests from manufacturers for Fire Rescue and Other Equipment under FSA Contract #FSA18-VEF13.0. This contract provides the following criteria for FSA to consider mid-term contract price adjustment requests from awarded vendors:

Section 1.03 states:

"On an annual basis and prior to completion of each contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) or as a result of any changes to national or state standards that require substantial cost adjustments. FSA may also consider a vendor-requested midterm pricing adjustment due to documented substantial increases by the manufacturer. Prices may be increased or decreased by the percentage change reflected in the nationally published Producer Price Index. For a midterm adjustment, the PPI used shall refer to the index 60 days prior to the contract anniversary date. FSA may consider this pricing adjustment, or the vendor can request a pricing adjustment under this provision."

Manufacturers reported primary issues related to price level increases included tariffs, metal and other materials cost increases, insurance, and labor. The PPI industry data published by the U.S. Bureau of Labor Statistics incorporates these variables in their industry price level data reports.

To more effectively evaluate vendor mid-term contract price adjustment requests, FSA contacted the U.S. Bureau of Labor Statistics and was advised that the following specifications are included under their PPI Series ID PCU3362113362119 and are further delineated under:

- (a) PPI relating to fire trucks are included under "Motor Vehicle Body Mfg" industry and fall under the product category "Buses and Firefighting Vehicles;" and
- (b) Ambulances and other emergency vehicles and equipment are included under the "Motor Vehicle Body Mfg industry, and fall under the product category "Other Trucks and Vehiclès"

The review of the PPI data published for the period March 2018 to February 2019 identified the most updated U.S. Bureau of Labor Statistics published price level increases as follows:

- 3.76 % for fire trucks that are under the PPI product category "Buses and Firefighting Vehicles;" and
- 4% for ambulances, other emergency vehicles and equipment for the PPI "Motor Vehicle Body Mfg industry that fall under the product category "Other Trucks and Vehicles"

Therefore, in accordance with the contract terms and conditions under FSA Contract #FSA18-VEF13.0, Section 1.03, manufacturers that submitted requests for price level increases may increase their pricing up to the following:

- Up to 3.76% for fire trucks in the PPI "Motor Vehicle Body Mfg industry" that are under the product category "Buses and Firefighting Vehicles;" and
- Up to 4% for ambulances, other emergency vehicles and equipment in the PPI "Motor Vehicle Body Mfg industry" that are under the product category "Other Trucks and Vehicles"

It should be noted that manufacturers that requested an increase may implement a smaller increase than the allowable PPI for competitive purposes.

If you have any questions or need additional information, you may contact Craig Chown, Manager, FSA Cooperative Purchasing Program via e-mail at cchown@flsheriffs.org or by telephone at (850) 877-2165, ext. 211.

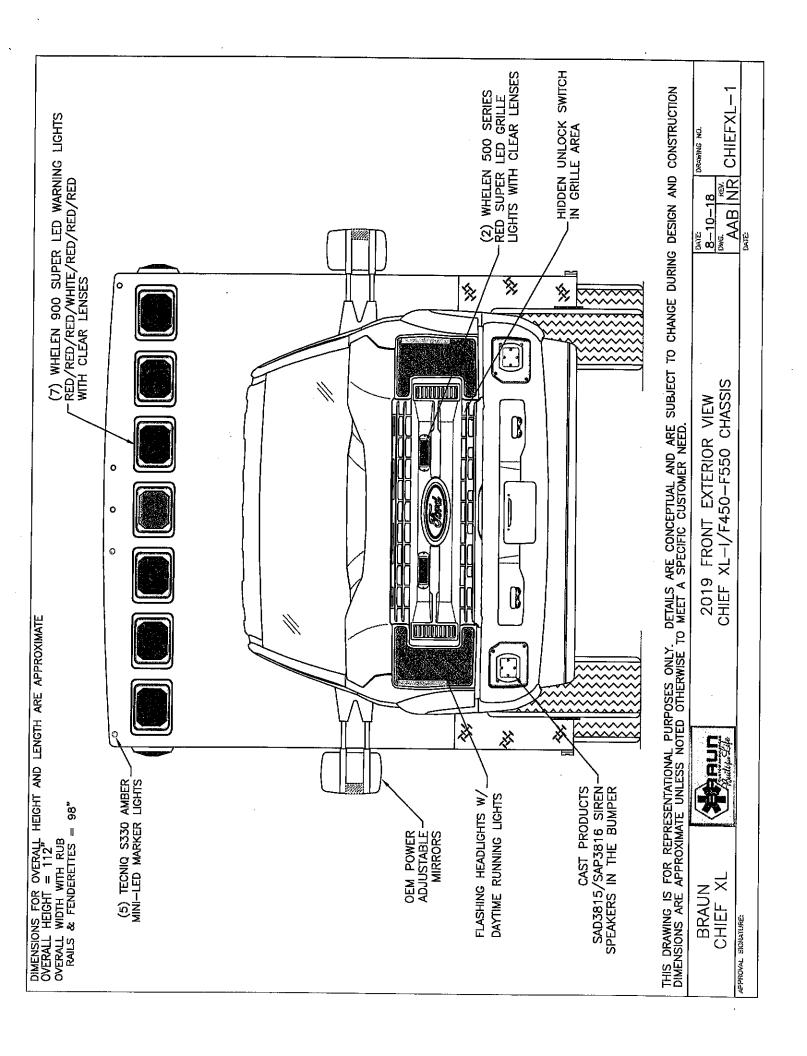
Thank you for your continued support of the FSA Cooperative Purchasing Program.

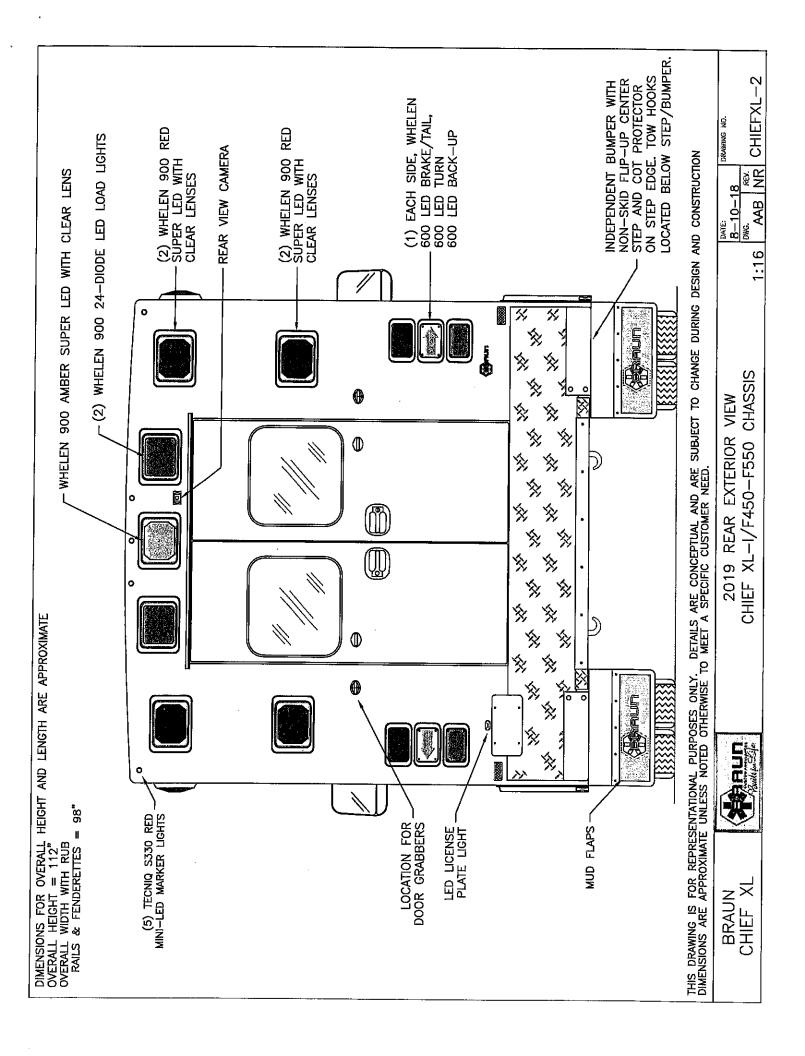
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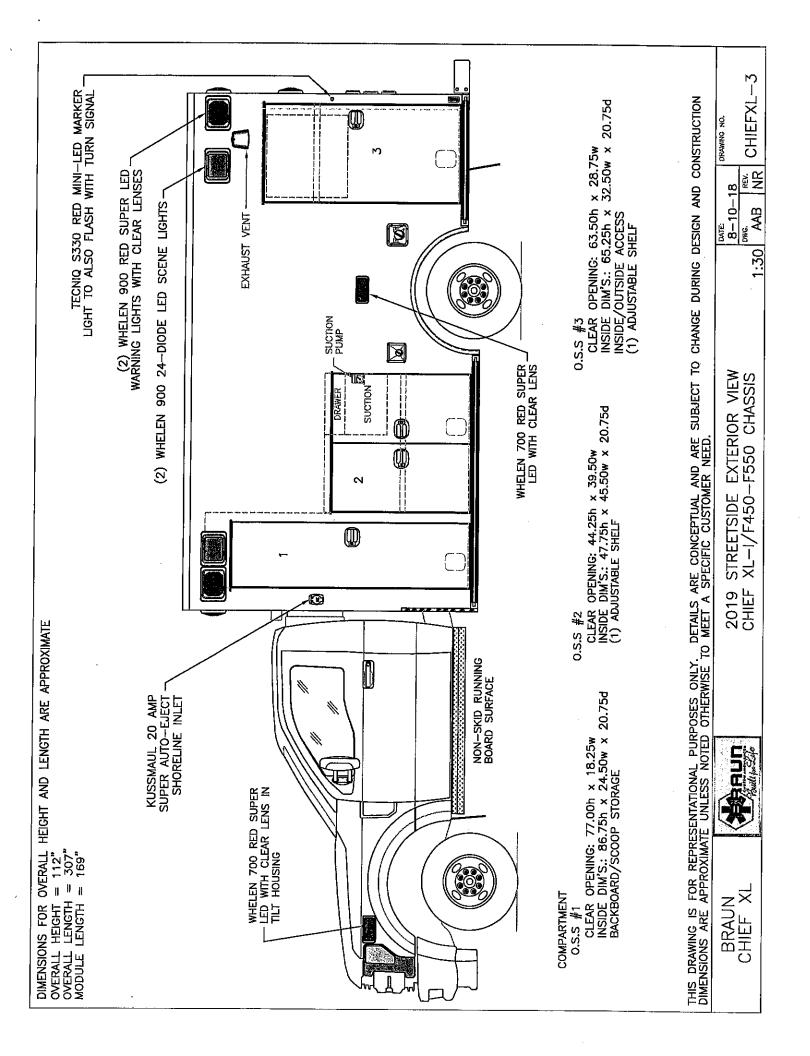
Craig Chown

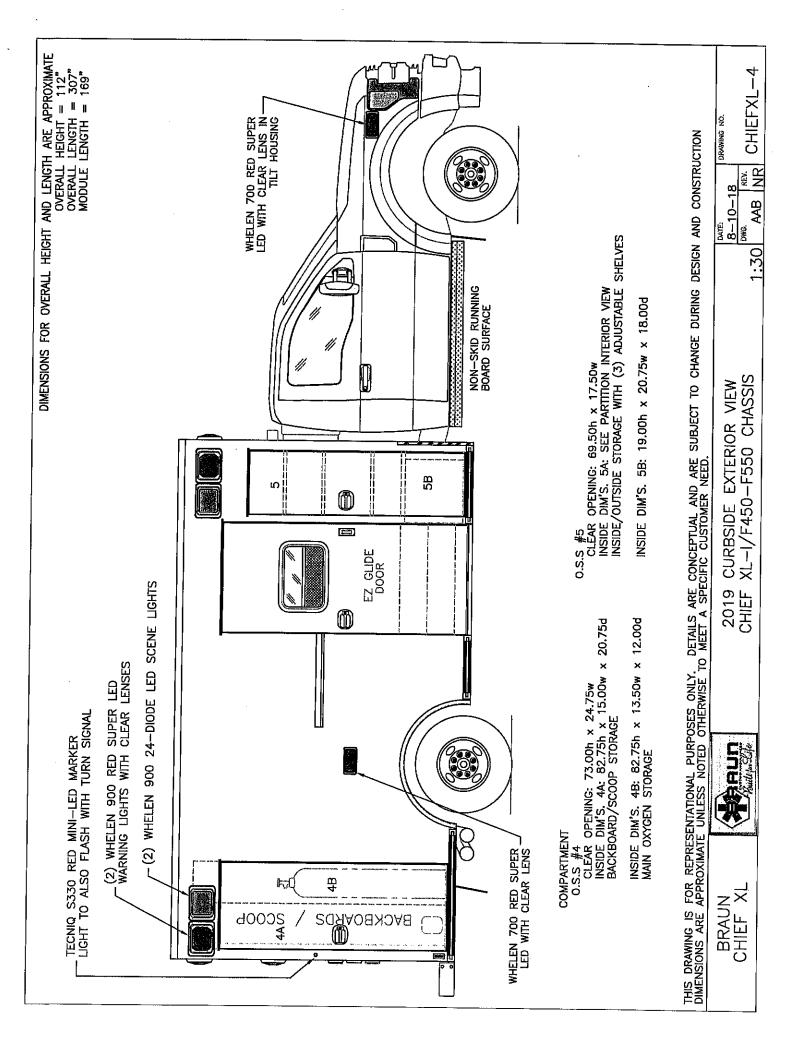
Florida Sheriffs Association

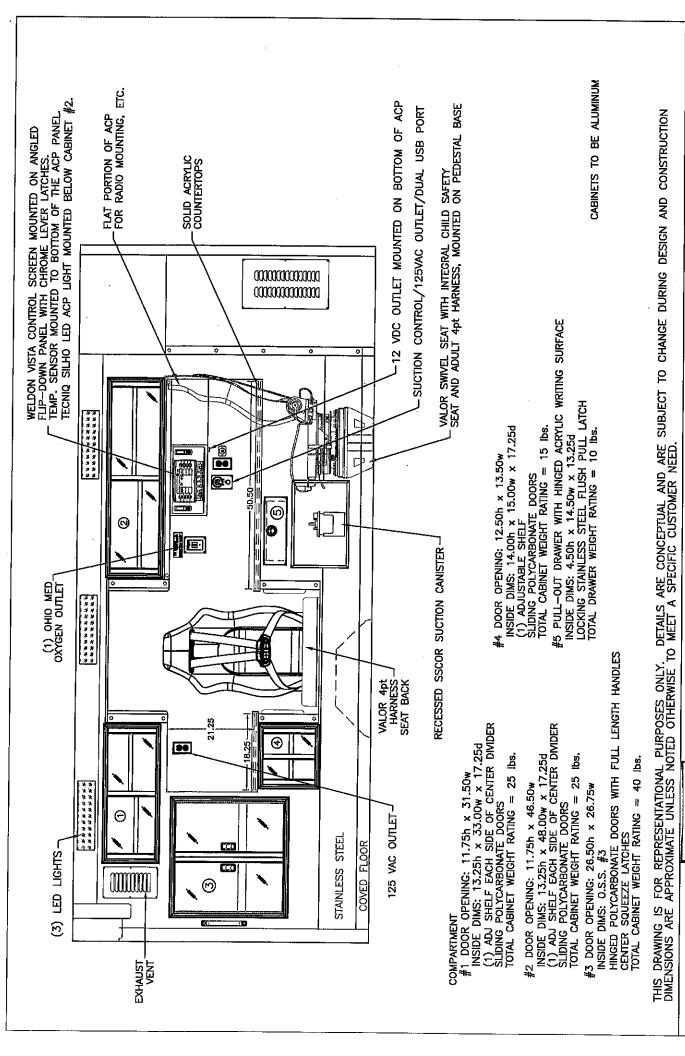
Cooperative Purchasing Program Manager











2019 STREETSIDE INTERIOR VIEW CHIEF XL-I

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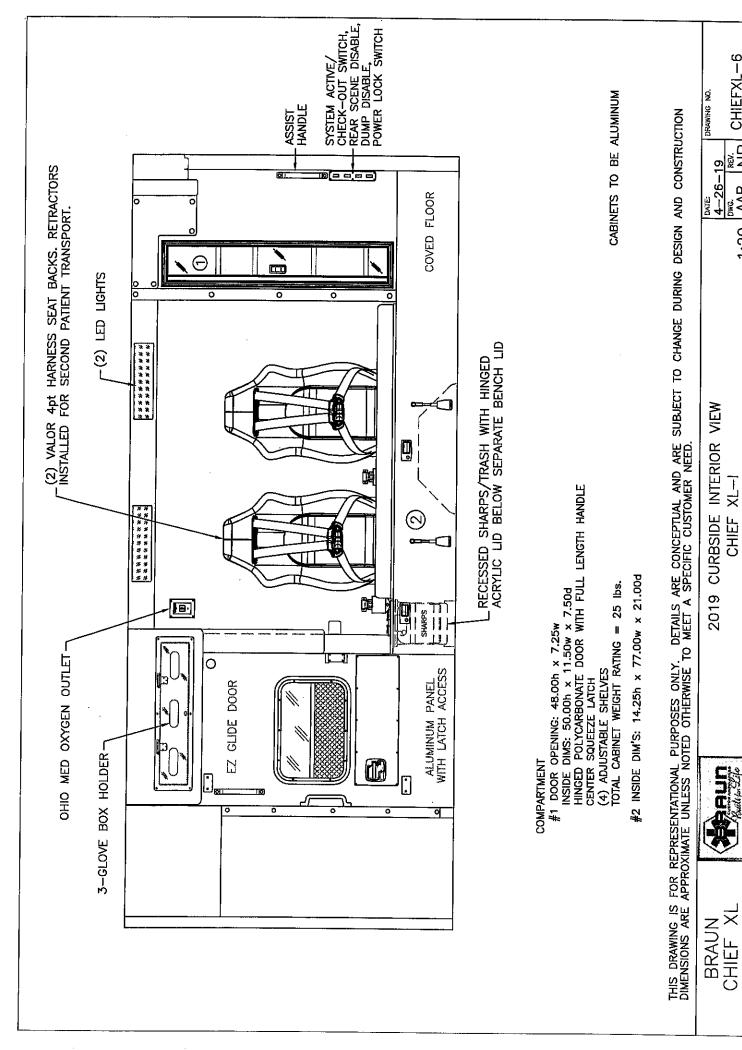
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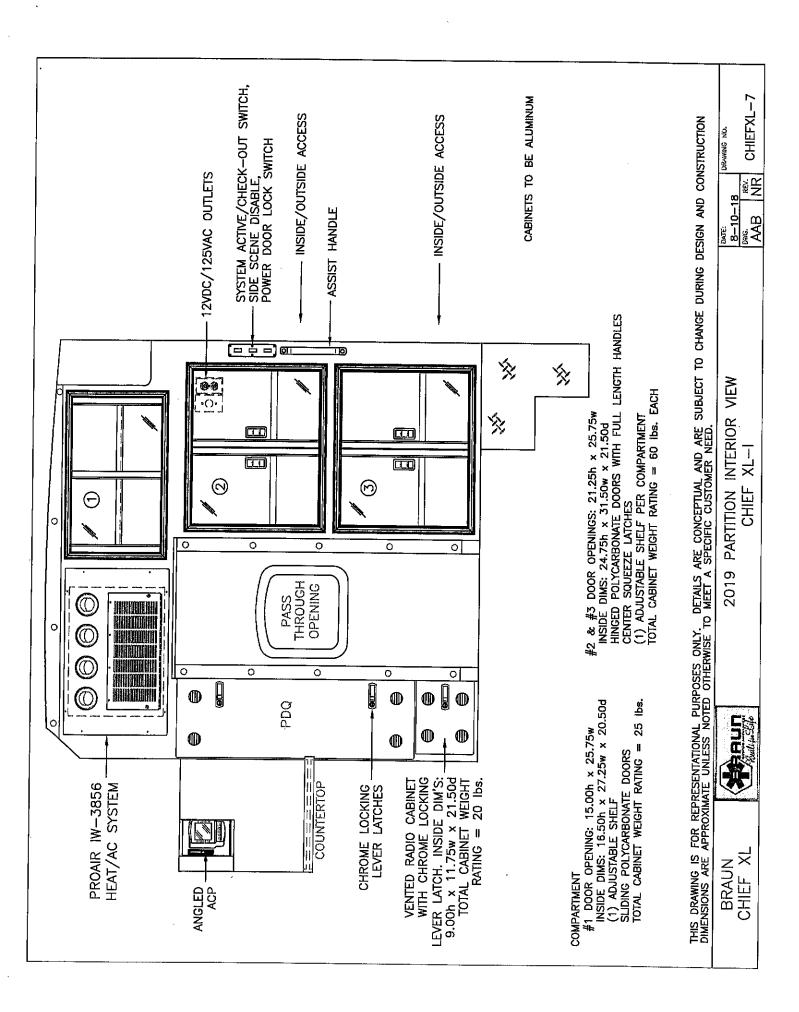
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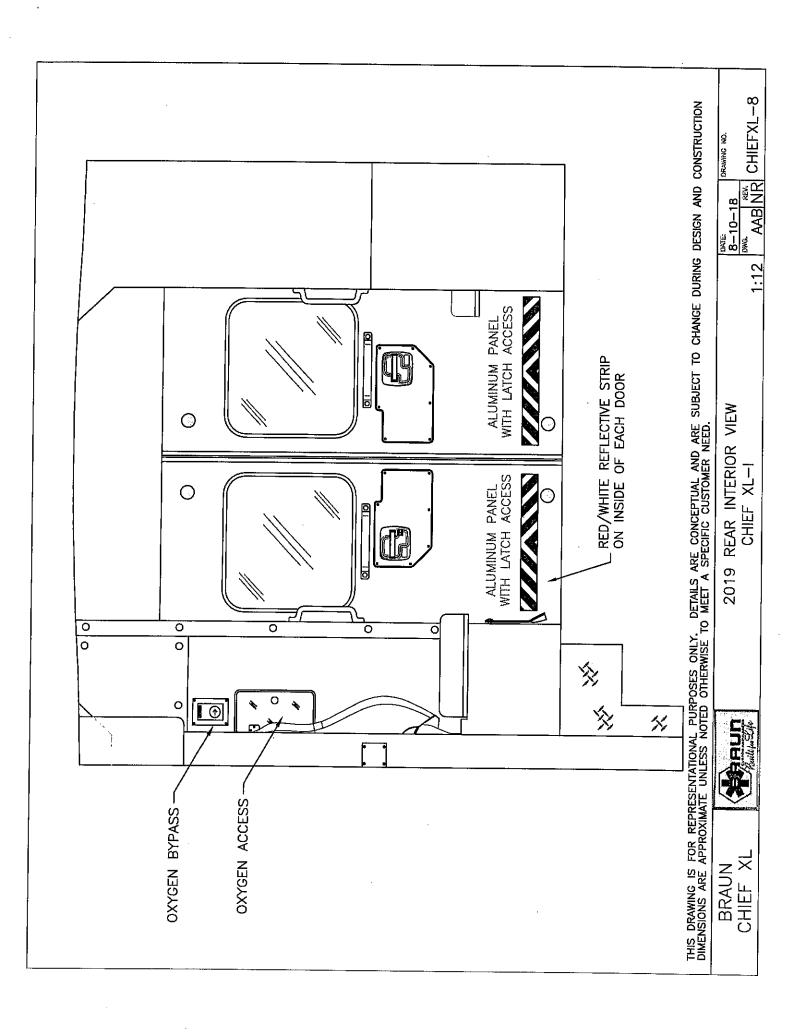
2019 CURBSIDE INTERIOR VIEW

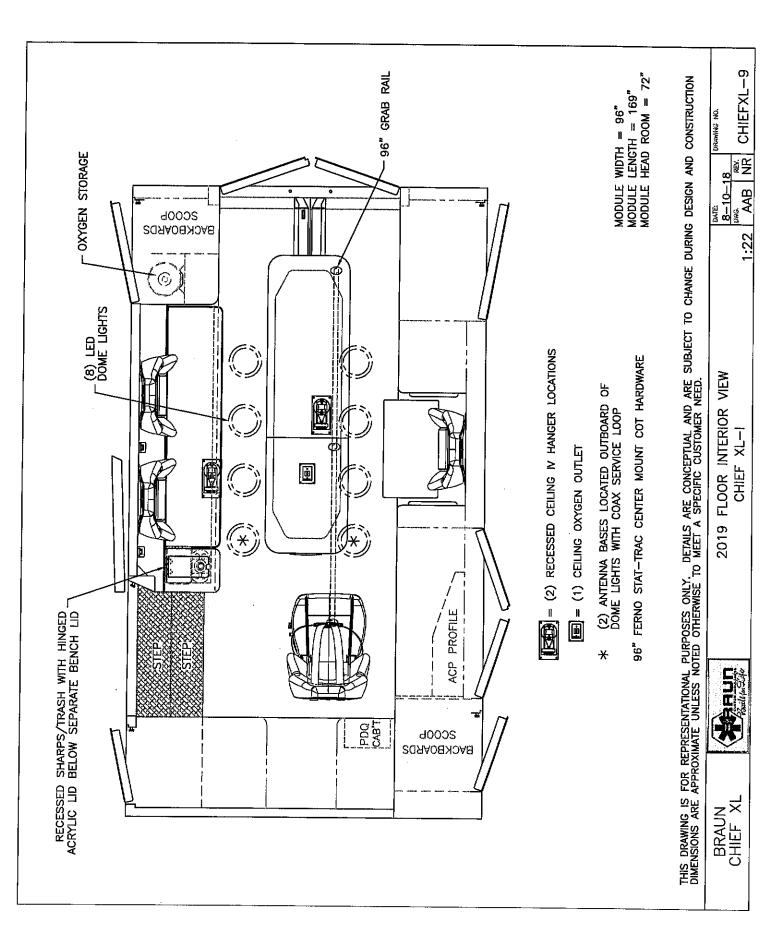
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CHIEFXL-6

DRAWING NO.









QUOTATION

City of Venice Fire Department Shawn Carvey 200 Grove Street N. Venice, FL 34285

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10026-0001

09/17/2	:019	Pa	age 1
QTY	PART NO	DESCRIPTION	190
1 1	00-01-0006	== Chief XL 2019 Type I MOD 169" - 19.300 08/01/19 == DYNAMIC SIDE IMPACT & ROLLOVER TESTS KKK CHANGE NOTICE 8 REQUIRED	
1 1 1 1 1	00-01-0015 00-01-0016 00-01-0017 00-01-0018 00-01-0019 00-01-0021	BIDDER KKK-A-1822F CHANGE NOTICE 8 COMPLIANT BIDDER KKK-A-1822F CHANGE NOTICE 9 COMPLIANT BIDDER KKK-A-1822F CHANGE NOTICE 10 COMPLIANT BIDDER KKK-A-1822F CHANGE NOTICE 11 COMPLIANT BIDDER KKK-A-1822F CHANGE NOTICE 12 COMPLIANT WEIGHT RATINGS SPECIFIED, INTERIOR, LABELS, CN10 COMPLIANT All interior storage cabinets and drawers shall each have an affixed label that identifies weig rating specifications that must be adhered to in order to comply with all applicable requirements KKK-A 1822F Change Notice 10.	ght s of
		ECR 18-043	
1	00-01-0031	NO PERFORMANCE BOND REQUIRED No Performance Bond Required	
1	00-01-0041	NO BID BOND REQUIRED No Bid Bond Required	
1	00-01-0052	FINAL DELIVERY NO LATER THAN JULY 1, 2020 This unit must be delivered within 240 calendar days from receipt of order and chassis. An requests for a penalty clause is null / void unless accompanied by a signed Liquidated Damage Agreement (reference BPES-P-272-100) with Braun. Final Delivery must be no later than July 1, 2020.	ıy es
	,	Enter Number of Calendar Days	
1	00-01-0054	PRECONSTRUCTION MEETING REQUIRED / REQUESTED The purchaser and / or end user would like to request a Pre-Construction meeting with the manufacturer. Please specify date / time requested for Pre-Construction meeting:	ì ⊕
		The purchaser and / or end user would like to request a Pre-Construction meeting with the manufacturer.	ie
·		Please specify date / time requested for Pre-Construction meeting:	
	i		
1	00-01-0062	LEAD TIME DEFINED PLEASE NOTE: Vehicle lead time is established upon date of accepted order and receipt of	of

QTY	PART NO	DESCRIPTION Page
	ARTHO	chassis.
1	00-01-0091	REQUIRED REMAINING EQUIPMENT PAYLOAD: The required remaining equipment payload for this unit is:
		Provide the remaining pounds needed for equipment.
1	00-01-0223	TYPE I - AMBULANCE - CHIEF XL I - 72" INTERIOR HEADROOM 2019 CHIEF XL I - 169" MODULE
1 1	09-10-0001	CHASSIS PACKAGES ** IMPORTANT ** CHASSIS NOTIFICATION Manufacturer is not responsible nor can control the OEM chassis production build out dates and change of model years. Published model years and pricing are subject to change between data sets and may need to be updated during the quote and / or order process.
. 1	10-01-0204	CHASSIS - FORD F-550 CHASSIS, 193" WB 4 x 2, JUNE 2019 2020 CHASSIS Diesel
1	10-08-0000	* * NO CUSTOM CHASSIS REQUIRED * * NO SPECIAL CHASSIS QUOTED
1 1	20-10-0099 20-10-0103	FUEL TANK - FULL UPON FACTORY RELEASE SUSPENSION - LIQUID SPRING Liquid Spring
1	20-10-0112	INBOARD ARM RESTS FOR ALUMINUM CONSOLE Install inboard arm rests in the cab. (arm rests Havis Shields C-ARM-102 mount to the aluminum floor console) Reference truck 5875
		Aluminum consoles only; cannot be used as an option on ABS
	20-10-0206 20-10-0603 20-20-0134	BATTERY - TWO SYSTEM - F SERIES CHASSIS ENGINE BLOCK HEATER - OEM PLUG FLOOR CONSOLE - ANGLED FACE REMOVABLE PLATES - ALUMINUM A center floor console manufactured out of aluminum and covered in a black onyx scratch resistant, multi-use polychromatic coating with a clear epoxy finish shall be installed in the cab
1	20-20-0251 20-20-0277 20-30-0202 20-30-0261	HEAT SHIELDS HIGH IDLE SYSTEM, AUTOMATIC MIRRORS, EXTERIOR OEM MANUAL TELESCOPING W/REMOTE & HEAT OEM AUTO-LOCK DISABLED (cab & module doors do not auto lock or unlock) The OEM auto-lock feature will be disabled.
	20-30-0806 20-40-0203	RUNNING BOARDS - STAR PUNCHED DIAMOND PLATE WHEELS, FORGED POLISHED ALUMINUM, 19.5" Forged, polished aluminum wheels shall be provided, to include bright hub covers and center ornaments.
		F-450 front and rear outer: steel inner wheels
1	20-40-0205	VALVE STEM EXTENSIONS Valve stem extensions for chassis aluminum wheels shall be installed on the outer and inner rear

OTY		Page
QTY	PART NO	DESCRIPTION wheels.
1		ELECTRICAL SYSTEM FEATURES
	30-06-0004	ELECTRICAL SYSTEM - WELDON V-MUX, MICRO PROCESSOR BASED A Weldon V-MUX 100% solid state microprocessor based multiplex system shall be installed to control the electrical functions: (1) color control console (Vista) in the cab / (1) color control console (Vista) in the patient compartment / (3) control nodes: (2) High Content nodes and one (1) 8 X 16 node / cab warning display
1 1 1 1 1 1	30-06-0010 30-06-0015 30-06-0026 30-06-0050 30-06-0076 30-06-0101 30-06-0126	VISTA IV MCC - PUSH BUTTON VISTA IV ACP - PUSH BUTTON WARNING DISPLAY - MULTIPLEX ELECTRICAL SYSTEM DAYTIME RUNNING LAMPS - MULTIPLEX ELECTRICAL SYSTEM MASTER CONTROL CONSOLE (MCC) - MULTIPLEX ELECTRICAL SYSTEM ATTENDANT CONTROL PANEL (ACP) - MULTIPLEX ELECTRICAL SYSTEM ELECTRICAL COMPARTMENT (PDQ) - MULTIPLEX ELECTRICAL SYSTEM Electrical compartment / hinged door w/ (2) two chrome locking lever latches/ located on the partition wall behind the attendant seat.
1 1 1	30-06-0150 30-06-0175 30-06-0201	SPARE CIRCUIT - MULTIPLEX ELECTRICAL SYSTEM WIRING HARNESS CONNECTORS - MULTIPLEX ELECTRICAL SYSTEM RADIO TIE-IN POINT - (1) 12V/40 AMP - CAB CONSOLE AREA One (1) set of 12 volt/40 amp radio tie-in points in the cab console: one (1) Battery Hot, one (1) Ignition Hot, and one (1) "Grounded" 250 amp junction stud.
		Installed in MCC area.
1	30-06-0202	RADIO TIE-IN POINT - (1) 12V/40 AMP - PATIENT COMPARTMENT One (1) set of 12 volt/40 amp radio tie-in points patient compartment attendant control panel: one (1) Battery Hot, one (1) Ignition Hot, and one (1) "Grounded" 250 amp junction stud
		To be installed in ACP area.
1	30-06-0203	RADIO TIE-IN POINT - (1) 12V/40 AMP - PDQ One (1) set of 12 volt/40 amp radio tie-in points in PDQ: one (1) Battery Hot, one (1) Ignition Hot, and one (1) "Grounded" 250 amp junction stud.
		Installed in PDQ ECR 18-055
1 1 1 1	30-06-0225 30-06-0250 30-06-0275 30-06-0285	EMERGENCY MASTER SWITCH - MULTIPLEX ELECTRICAL SYSTEM CONTROL PANEL SWITCHES - MULTIPLEX ELECTRICAL SYSTEM MODULE POWER SWITCH - MULTIPLEX ELECTRICAL SYSTEM MODULE DISCONNECT - MULTIPLEX ELECTRICAL SYSTEM An In-Power disconnect shall be installed to keep the module power switch engaged, after the ignition is switched to the "off" position.
		ECR16-045
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QTY	PART NO	DESCRIPTION Page 2
1	30-06-0300	VOLTMETER - MULTIPLEX ELECTRICAL SYSTEM
1	30-06-0325	FLASHER - MULTIPLEX ELECTRICAL SYSTEM
1	30-06-0350	FLASHING HEADLIGHTS - MULTIPLEX ELECTRICAL SYSTEM
		Headlights (high beams) shall be programmed through the multiplex system to alternate flash
		(wig-wag)
	22 22 2275	
1	30-06-0375	PARK OVERRIDE - MULTIPLEX ELECTRICAL SYSTEM
1	30-06-0400	LOAD MANAGER-SEQUENTIAL SWITCHING SYSTEM - MULTIPLEX ELECTRIC SYSTEM
1	30-06-0410	WARNING LIGHTS FLASH PATTERN SIGNAL ALERT 75 - MULTIPLEX ELECTRICAL
•	00-00-0-110	SYSTEM
		The default flash pattern for the vehicle warning lights shall be Signal Alert 75.
1	30-06-0450	FRONT CLEAR DISABLE SWITCH - MULTIPLEX ELECTRICAL SYSTEM
1	30-06-0475	CURBSIDE SCENE LIGHTS "ON" WITH CURBSIDE DOOR - MULTIPLEX
		ELECTRICAL SYSTEM
1	30-06-0500	REAR SCENE LIGHTS "ON" WITH REAR DOORS OPEN - MULTIPLEX ELECTRICAL
1	30-06-0525	SYSTEM DISABLE SWITCH FOR READ SCENE LIGHTS MULTIPLEY FLECTRICAL CYCTEM
4	30-06-0525	DISABLE SWITCH FOR REAR SCENE LIGHTS - MULTIPLEX ELECTRICAL SYSTEM DISABLE SWITCH FOR SIDE SCENE LIGHTS - MULTIPLEX ELECTRICAL SYSTEM
1	30-06-0575	REVERSE (TRANSMISSION) FUNCTIONS - MULTIPLEX ELECTRICAL SYSTEM
1	30-10-0020	AIR HORNS - BUELL DUAL TRUMPETS 10" & 12", UNDR BMPR W/FT SW
		Air Horn - (Buell) dual trumpets, one (1) 10" and one (1) 12", mounted under front humber one
	1	each side, compressor w/cover in OSS #2. The air homs shall be activated by a push button
		switch located on the MCC (master control console) and by a foot switch located on the driver's
	1	side floor.
		The compressor w/cover will be installed in OSS #2
	1	Switching -push button & foot push button
1	30-10-0030	BACKUP ALARM
		An (OSHA approved) back up alarm shall be installed with a disable control for silent backing.
	ł	The disable control shall be located on the MCC (master control console).
ļ		
	l	Standard all models
1	30-10-0050	BATTERY CONVERTER / CHARGER
1	30-10-0050	CAMERA REAR VIEW - SINGLE SYSTEM - VISTA SCREEN
'	. 	Install camera system rear view, tied to M-Tech display screen. Per Dwg #2
	ı	motali samora system real view, usa to m-real display solden, rei bing me
	İ	V-MUX SYSTEMS ONLY
,	(· <u> </u>	
1	30-10-0094	SHORELINE INDICATOR LIGHT- ALLIED VCC GREEN MINI NEON - EXTERIOR
		MOUNTED
		Install one (1) Allied VCC green mini neon indicator light above the shoreline inlet. See Dwg #3
		Braun #27577
	4.	Diddit w21011
1]	30-10-0110	ELECTRICAL CIRCUITS
II.	30-10-0190	GROUND FAULT CIRCUIT INTERRUPTER (GFCI)
1	30-10-0263	INVERTER, VANNER - 1050 WATT, #20-1000TUL.2-DC
		Vanner 1050 watt, #20-1000TUL.2-DC inverter shall be provided and installed inside OSS #2
٠.		(non-hardwired). This inverter shall be demand operated, no remote switch.
.		The standard location for the inverter on a Type I is in OSS #2. This inverter shall be demand
,		operated, no remote switch.

QTY	PART NO	Page
	1 30-10-0291	DESCRIPTION LIGHT, ATTENDANT CONTROL PANEL AREA - LED - WARM WHITE A Tecniq Silho-X 2.75" round warm white LED light with SS trim ring, shall be mounted above the left wall forward action area counter. The light shall be operated through the a button on the ACP Vista screen labeled "Attendant Light". (Braun #26415)
1	30-10-0310	LIGHT, LED ELECTRICAL COMPARTMENT (PDQ) A 12 VDC light shall be located in the PDQ. The light shall be wired "battery-hot" to activate when the PDQ door is in the open position. The light shall be off when the door is in the closed position.
1	30-10-0410	LIGHTS, OSS COMPARTMENTS - INCANDESCENT The outside storage compartments shall be equipped with Truck-Lite brand incandescent lights, activated by magnetic switches. (compartments #1, #2, #3, and #4, each contain two (2) clear 4" round lights, and compartment #5 shall contain two (2) 2-1/2" clear round lights)
		OSS 1-4 have 4" round lights, OSS #5 has 2-1/2" round lights. (This does not include the battery compartment.)
1	30-10-0461	LIGHT, SPOTLIGHT - HAND-HELD - SHOWME PAR36 One (1) 12 VDC 06.0600.CLP hand-held LED spotlight with Nine Cree 3W LEDs assembled in one array emitting up to 2,000 lumens with a 3 foot coil cord (extends to 6') and a momentary switch shall be provided. The spotlight shall be hard wired to the cab master control console. A black ABS vacuum-formed spotlight holder shall be shipped loose with the completed ambulance.
1	30-10-0527	OUTLETS, 125VAC - THREE (3) INTERIOR DUPLEX One (1) outlet located in forward wall area per dwg #5 One (1) outlet located in rear wall area per dwg #5 One (1) outlet located in mid front wall cabinet per dwg #7
1	30-10-0543 30-10-0574	OUTLETS, 12VDC - TWO (2) INTERIOR POWERPOINT USB - DUAL PORT OUTLETS, TWO (2) Two (2) dual USB port outlets, 5 volt / 2.1 amp: (1) outlet streetside main action area / (1) on the Master Control Console.
	30-10-0657	RADIO ANTENNA BASES - TWO (2) Two (2) antenna bases with attached coax cables shall be installed on the module roof. The coax cables shall terminate in the PDQ. Access to the antenna bases shall be through adjacent module interior dome lights.
1	30-10-0724	RECEPTACLE SHORELINE INLET-SUPER 30 AMP, AUTO EJECT A Kussmaul super auto eject shoreline inlet receptacle with blue cover shall be installed on the module exterior (forward street side) near the driver's door. The receptacle shall be equipped with an integral dynamic disconnect.
1	30-10-0753	SIREN, WHELEN 295-HFSA7-REMOTE WITH MICROPHONE A Whelen 295-HFSA7 remote dual siren amplifier shall be flush-mounted in the master control console located in the cab. The siren shall be capable of hands-free operation and shall be equipped with a noise canceling microphone.
1	30-10-0812	SIREN SPEAKERS, CAST PRODUCTS - IN FRONT BUMPER Two (2) Cast Products - 100-watt siren speakers, shall be installed in outer ends of the front bumper.
1	30-10-0901	SYSTEM ACTIVE AND CHECK OUT LIGHTS - 15 MINUTES
,	1	and the control of th

09/17/2			Page 6
QTY	PART NO	DESCRIPTION	
1	1 30-11-0106	LIGHTS, DOME SUPER LED (8) WHELEN Eight (8) Whelen #LED (80C0EHCR) dome lights, shall be installed. See dwg #9	
		ECR16-046	
. 1	1 30-11-0155	LIGHTS, DELETE LIGHTS ON PANEL STREETSIDE - ANGLED The lights on panel, streetside angled, shall not be installed if raised cabinets #1 & #2 street option is selected	tside
1	1 30-11-0156	LIGHTS, DELETE LIGHTS ON PANEL CURBSIDE ANGLED The lights on the curbside angled panel shall not be installed if cabinets over seating area present.	a are
1	1	EXTERIOR LIGHTING	: .
1	30-25-0122	LIGHTS, ICC / LED CLEARANCE - ON MODULE FRONT - TECNIQ The vehicle shall have five (5) amber Tecniq LED (S330) clearance / ICC lights on the front or module near the roof line. Per Dwg #1	of the
1	30-25-0123	LIGHTS, ICC / LED CLEARANCE - ON MODULE REAR - TECNIQ The vehicle shall have five (5) red TECNIQ LED (S330) clearance / ICC lights on the rear of module near the roof line. Per Dwg #2	: the
1	30-25-3110	LIGHTS, FRONT GRILLE - (2) WHELEN 500 SUPER LED - RED W/CLEAR LENS Whelen 500 series red super LED lights w/clear lens	
1	30-25-4201	LIGHTS, FRONT MODULE - WHELEN (7)900 - (6)RED, (1) CLEAR LED W/CLEAR	I
		LENS Seven (7) Whelen 900 series super LED lights with chrome flanges shall be installed on module front. There shall be six (6) red and one (1) center clear light. All lights to have clear le	the ens
1	30-26-3012	LIGHTS, REAR TAIL - WHELEN 600 LED STOP, TURN, & MINIMUM INTENSITY BACK-UP One (1) pair each of Whelen 600 series LED stop/tail lights, turn lights, and back-up lights with the control of the control o	·»ith
		chrome bezels shall be installed on the rear of the module. (meets SAE)	WITH
		Whelen numbers: Brake: 60BTT LED Amber Turn: 60A00TAR LED Backup: minimum intensity	
1	30-26-5101	LIGHTS, REAR WINDOW-LEVEL - WHELEN (2)900 LED - RED W/CLR LENS	
1		Two (2) Whelen 900 series red super LED lights w/clear lenses and chrome flanges shall installed on the rear of the module at window level, one (1) on each side. Per dwg #2	be
ŀ			:
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QTY		Page
QIY	PART NO	DESCRIPTION
1	30-26-6155	LIGHTS LED, REAR MODULE -WHELEN (5)900: (2)RED, (1)AMB, (2)SCN CLR LENS Two (2) Whelen 900 series red super LED lights w/clear lens, two (2) Whelen 900 series 24 diode LED scene/load lights, and one (1) Whelen 900 series amber super LED light w/clear lens shall be installed on the rear of the module w/chrome flanges. See dwg #2
		E 18-041
1	30-26-7002	LIGHT, LICENSE PLATE LED
. 1	30-27-1102	LIGHTS, ICC / LED CLEARANCE - ON MODULE SIDE - TECNIQ The vehicle shall have two (2) Tecniq (S330) red mini LED marker lights : one (1) red on each side at the rear of the vehicle which will also flash with turn signal. Per Dwg #3 and #4
1	30-27-1114	LIGHTS, INTERSECTION FRONT - WHELEN 700 SUPER LED - RED W/CLR LENS Two (2) Whelen 700 series red super LED warning lights, with clear lens and water-proof connectors shall be mounted, in 15 degree tilt housings on the front chassis fenders, one (1) on each side.
•		NOTE: When vehicle is placed in park, the override switch must be on for intersection light(s) to remain on.
1	30-27-2004	LIGHTS, SIDE MODULE SCENE - WHELEN 900 24 DIODE LED - CLEAR Four (4) Whelen 900 series 24 diode LED scene lights with chrome flanges shall be installed, two (2) each module side inboard of warning lights
		ECR 18-045
1	30-27-3009	LIGHTS, SIDE MODULE WARNING - WHELEN 900 SUPER LED - RED W/CLR LENS Four (4) Whelen 900 series red super LED warning lights with clear lenses and chrome flanges shall be installed, two (2) each module side. Streetside (1) warning light outboard of the side module rear scene light/ (1) warning light outboard of the module front scene light. Curbside (1) warning light outboard of the side module rear scene light/ (1) warning light outboard of the module front scene light. These lights shall operate from a switch on the master control console labeled "Flashers".
1	30-27-4115	LIGHTS, INTERSECTION REAR - WHELEN 700 SUPER LED - RED W/CLR LENS Two (2) Whelen 700 series red super LED warning lights with clear lenses, chrome flanges and water-proof connectors, shall be installed above the rear wheel wells, one (1) on each side Per Dwg #3 & #4
ļ		NOTE: When vehicle is placed in park, the override control must be on for intersection light(s) to remain on.
1		MODULE BODY CONSTRUCTION AND CONNECTIONS
1	39-00-0001 39-00-0002 39-00-0005	MODULE BODY CONSTRUCTION - SEAMLESS SOLE SOURCE MODULE BODY CONSTRUCTION AWS ALUMINUM CERTIFIED WELDERS
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

QTY	PART NO	DESCRIPTION	age 8
1	39-10-0003	CONNECTIONS, MODULE MODULE FEATURES / EXTERIOR	
•		MODULE FEATURES / EXTERIOR	Ì
1	40-00-0009	ALUMINUM PARTS - MODULE EXTERIOR	
1	40-00-0010	CORROSION MINIMIZATION - MODULE	
1	40-00-0019	DOOR SKINS, OUTSIDE STORAGE COMPARTMENTS - DIAMOND PLATE INTERIOR SKINS	
		The interior door skins for all outside storage compartments shall be constructed of .063" this	ick
i		aluminum diamond plate.	
1	40-00-0020	DOOR CONSTRUCTION - GASKET PLACEMENT	
1	40-00-0030	EXTERIOR COMPARTMENTS DESIGN	
1	40-00-0050	EXTERIOR COMPARTMENTS, VENTING	
1	40-00-0055 40-00-0060	EXTERIOR COMPARTMENTS, VENTING - OXYGEN STORAGE EXTERIOR COMPARTMENTS - SWEEP-OUT	1
1	40-00-0070	HANDLES, EBERHARD - CHROME FREE FLOATING TYPE	1 · 1 · 1
1 /	40-00-0080	INSULATION - POLYURETHANE SPRAY FOAM	
t J	40-00-0082	SOUND DEADENING PACKAGE Audioguard acoustic coating shall be applied to help reduce structure-born vibrations a	nd
ļ	ĺ	associated sound transmission. The entire floor, the left wall, the ceiling, and the left and ri	ight
	1	panels forward of the partition shall be covered at the manufacturers recommended thickness.	
1	40-00-0085	COATING, CERAMIC THERMAL	
ļ		Spray interior of module roof with Temp-coat ceramic coating, after insulating. IATS	
1	40-00-0091	THRESHOLD, STAINLESS STEEL - ALL OSS STORAGE COMPARTMENTS	
1	40-10-0066	DOOR SLIDING, E-Z GLIDE - MODULE CURBSIDE PASSAGE	
1	40-10-0072	LOWERED MODULE SIDES	·
1	40-10-0088	DOORS - REAR PASSAGE There shall be a high rear door opening in the patient compartment/ doors flush without	
}	· .	profruding flange /right rear passage door lockable, chrome exterior handle/ left rear do	oor
]		non-locking, chrome exterior handle. All handles w/ a gasket to protect paint/ hinge full lend	nath
}	1	stainless steel w/ 3/16" stainless steel hinge pin, two-way adjustable/ rear doors two point sla action automotive type rotary latching system to the body/ right rear door shall lock to the body	am ~+
	l	the top and bottom, not to the left rear door/ doors shall have .213" steel door latch activator ro	ods
1		with clevis adjusters. The doors shall be lockable from the inside and outside.	
1	40-10-0103	FENDERETTES - POLISHED ALUMINUM	
	40-10-0120	HOLD-OPEN - REAR DOORS - GRABBERS	
		Door grabbers (1 pair) with hard rubber inserts shall be installed on the rear doors. Reference de #2 for location.	wg
		#2 for location.	
1	40-10-0130	EMERGENCY RELEASE LEVER, REAR PATIENT PASSAGE DOORS	Ì
		An emergency release lever shall be attached to each rear passage door latch and be free-floati from the interior door linkages. The levers shall provide a means of actuating the latches from the	ing
		patient compartment without the use of the interior door handles.	he
			Ī
		ECR 17-078	Ī
1	40-10-0151	SWITCH UNLOCK, WATERPROOF - HIDDEN IN FRONT GRILLE AREA	
		An exterior hidden door unlock switch shall also be included.	
.	e de la companya de l		- 1

QTY	PART NO	DESCRIPTION Page 9
1	40-10-0189	LOCKS POWER - PASSAGE, COMPARTMENTS, KEY FOBS Install power door locks on module passage doors, and (5) OSS compartments, use OEM key fobs.
1 1	40-10-0204 40-10-0266	MUD FLAPS, REAR - BLACK RUBBER FIBERGLASS REINFORCED - THREE COLOR REAR STEP/BUMPER -FLIP-UP CENTER SECTION - STAR PUNCHED AND ANODIZED
1	40-10-0280	RUB RAILS, ANODIZED ALUMINUM Bright dip anodized polished aluminum rub rails shall be installed on the lower sides of the body below the outside compartment sill areas. The rub rails shall be offset 3/16" from the body to facilitate wash down of road debris.
1	40-10-0321 40-10-0340	STEPWELL, CURBSIDE DOORWAY - MID STEP AREA STONE GUARDS, MODULE FRONT - ANODIZED DIAMOND PLATE Bright dip anodized aluminum diamond plate stone guards shall be installed on the module front, one (1) each side.
1	40-10-0351	CORNER GUARDS, REAR MODULE - 24" HIGH DIAMOND PLATE Two (2) bright dip anodized aluminum diamond plate corner guards installed on the rear of the module, one (1) each side IATS, per dwg. # 2. The corner guards shall be 1" wide and braked-formed to wrap the rear module corners from the top of kick plate to 24" high.
1	40-10-0360	KICKPLATE/THRESHOLD, REAR DOORWAY - ANODIZED DIAMOND PLATE A bright dip anodized aluminum diamond plate kick plate shall be installed at the rear exterior doorway, providing a kick / scuff plate at the rear of the vehicle above the rear step, per dwg. # 2.
1	40-10-0381 40-10-0505	TOW HOOKS, MODULE REAR WINDOWS, PASSAGE DOOR - (CURB SLIDING, REAR FIXED)
1 1	41-01-0207 42-01-0202 42-02-0056	OUTSIDE STORAGE #1 - STREETSIDE FORWARD OUTSIDE STORAGE #2 - STREETSIDE CENTER SHELF TRACK - EXPOSED - OSS #2 Install Unistrut 1-1/4" x 3/4", 19 gauge "T" grooved track in OSS #2 (Exposed tracks will be welded in place and coated with Gatorhyde material for a cleaner look and no exposed fasteners)
1	42-02-0107	SHELF ONE (1) IN OSS #2 Install one (1) adjustable shelf in OSS #2.
1	43-01-0204 43-02-0051	OUTSIDE STORAGE #3 - STREETSIDE REAR - TALL DOOR SHELF TRACK - EXPOSED - OSS #3 Install Unistrut 1-1/4" x 3/4", 19 gauge "T" grooved track channel in OSS #3. (Exposed tracks will be welded in place and coated with Gatorhyde material for a cleaner look and no exposed fasteners)
1	43-02-0108	SHELF ONE (1) IN OSS #3 Install one (1) adjustable shelf in OSS #3.
		No additional OSS light will be installed with this option.
	44-01-0208 45-01-0203	OUTSIDE STORAGE #4A BOARD/SCOOP, #4B O2 CYLINDER - RT. REAR OUTSIDE STORAGE #5 - CURBSIDE FORWARD #5 (forward curbside compartment) shall have a 69.50" high x 17.50" wide clear door opening. The

QTY	PART NO	DESCRIPTION Page 10
		compartment shall be split into two (2) compartments. #5A provides inside/outside storage and shall have three (3) adjustable shelves. (Reference the lower front wall cabinet in patient compartment specification for interior dimensions). #5B dimensions, reference exterior model drawing #4.
		The compartment door shall be held open with a spring loaded gas cylinder. A locking handle shall be installed on the exterior of the door.
1		MODULE INTERIOR / PATIENT COMPARTMENT FEATURES
. 1	50-00-0202	ROUNDED INTERIOR CORNERS
1	50-01-0408	LATCHES, CABINET, CN10 COMPLIANT AS APPLICABLE The ACP (attendant control panel) door, the PDQ (power distribution quarters) door, and the radio cabinet door shall be secured with chrome locking lever latches/ all remaining interior hinged cabinet doors with center squeeze latches/ All interior drawers with locking flush pull latches.
1	50-10-0110	CABINET - LEFT WALL, UPPER REAR #1 - FIXED FRAME The left wall, upper rear interior cabinet (#1): (1) set of sliding polycarbonate doors / full length handles with the outer most sliding door to have handles on both ends. The cabinet shall contain a center divider with one (1) adjustable shelf, each side.
1	50-10-0229	LEFT WALL - ATTENDANT CONTROL PANEL - HINGED PANEL A WELDON Vista Control Screen mounted on an angled flip – down panel secured with locking chrome lever latches The panel will be located to the immediate right of the attendant's seat. The forward portion of the panel will contain a flat area that may be used for future radio mounting, etc.
1	50-10-0237	CABINET - LEFT WALL, UPPER OVER PANEL #2 - FIXED FRAME The left wall, interior upper cabinet (#2), above the attendant control panel: (1) set of sliding polycarbonate doors/ with full length handles with the outer most sliding door to have handles on both ends/ center divider with one (1) adjustable shelf, each side.
1	50-10-0340	CABINET - LEFT WALL, LOWER REAR #3 - INSIDE/OUTSIDE The left wall, lower rear interior cabinet (#3) shall provide inside/outside access into outside storage compartment #3 / hinged polycarbonate doors /full length hinge, a full length handle, and a center squeeze latch.
1	50-10-0430	CABINET - LEFT WALL, REAR ACTION AREA #4 An interior cabinet unit (#4) shall be installed under the second action area on the interior left wall of the module: enclosed by one (1) set of sliding polycarbonate doors with full length handles and the outer most sliding door to have handles on both ends / (1) adjustable shelf.
1	50-10-0604	PRIMARY ACTION AREA The primary action area shall be located beside the attendant seat with work area dimensions of 50.50" wide x 17.00" deep.

03/11/2		Page 11
QTY 1	PART NO 50-10-0637	DESCRIPTION SECONDARY ACTION AREA CHFXLI The secondary action area shall be located to the rear of the CPR seat with work area dimensions
· .	·	of 21.25" high x 18.25" wide x 17.00" deep.
1	50-10-0705	DRAWER - SLIDE-OUT / WRITING TABLE STREETSIDE INTERIOR A slide-out drawer with a hinged acrylic writing surface shall be provided in the street side wall beside the attendant seat. The drawer shall be constructed of .090" thick aluminum and shall be secured with one (1) stainless steel flush pull latch. The writing surface shall be installed on top of the drawer with a hinge. The drawer interior dimensions shall be 4.50" high x 14.50" wide x 13.25" deep.
1	50-20-0147	CABINET - FRONT WALL, UPPER #1 The front wall, upper interior cabinet (#1): (1) set of sliding polycarbonate doors / full length handles with the outer most sliding door to have handles on both ends / (1) adjustable shelf.
1	50-20-0289	CABINET - FRONT WALL, LOWER #2 & #3 - INSIDE/OUTSIDE ACCESS The lower front interior wall shall have two (2) cabinets with three (3) adjustable shelves on Unistrut track brackets. One shelf shall serve as the divider for the cabinets, I/O access /compartments enclosed by one (1) pair of hinged polycarbonate doors. Each door shall have a full length hinge and center squeeze latches.
1	50-20-0381	CABINET - FRONT WALL, LOWER BELOW PDQ (SINGLE VENTED DOOR) Install one (1) side hinged vented aluminum door on the cabinet below the PDQ. (cabinet door opening towards the rear of the truck). Door to be secured with a chrome locking lever latch.
1	50-20-0507 50-31-0018	PASS THROUGH - CAB TO MODULE, WINDOW OPENING CABINETS - RIGHT WALL, UPPER, NO ANGLED PANEL WITH LIGHTS Two (2) cabinets installed on the curbside above squad bench: enclosed by (1) set of top hinged polycarbonate doors with hold opens / center squeeze latches. There shall be a minimum of 43" of headroom below the cabinet. (Cabinet option not compatible with angled lighting above bench area. Ceiling IV Hangers will be relocated)
		SCR #18-003
1	50-41-0217	HEAT/AC HOSELINE 454FT 110V/12V COMBO SYSTEM Install Hoseline 454FT 110/12v Combo AC/Heat System with brushless blower motor in the upper right front wall IPOS. System to have small heat strip.
	· .	A condenser shall be installed on the front of the module. The condenser shall be top center mounted with aluminum mounting brackets. Condenser and brackets are to be painted to match the module. Condenser to be located per dwg #1. (condenser mounted on front of module may affect front module lighting choices)
1	50-50-0028	SEATING - SQUAD BENCH BASE W/ STORAGE CN8 COMPLIANT VALOR A-VAL BACK
		A squad bench seat with (2) seating positions / two (2) VALOR A-VAL shelf mount back frames with internal bolsters/ seat belts with (4) point / (4) retractors single click internal mount belt system.
1	50-50-0118	ATTN SEAT - USSC VALOR R - BACK INTEGRAL CHILD, SWIVEL SEAT CN8 COMPLIANT

09/17/		Page 12
QTY	PART NO	A USSC Valor rear facing, R-back 2-position swivel attendant seat with an integrated child seat, installed at the head of the patient cot, mounted on a pedestal base with a heavy duty seat frame and ABTS (All Belts To Seat) application with (4) point (4) retractors single click internal mount belt system. The seat shall be padded and covered with sewn matching vinyl upholstery.
1	50-50-0324	CPR SEAT FIXED, VALOR A-VAL BACK, CN8 COMPLIANT A CPR seat on the street side of the patient compartment aft of the main action area counter with VALOR A-VAL shelf mount back frame and internal bolsters with (4) point / (4) retractors single click internal mount belt system / padded and covered with cushioned, color coordinated, cut and sewn vinyl.
1	50-50-0503	SQUAD BENCH TOP - SPLIT WITH HINGED LID FORWARD WITH SHARPS / TRASH ACCESS Squad bench top and cushion shall be split into two (2) sections with separate hinged lids/ forward most section shall have the sharps and trash container installed/ bench covered with color coordinated vinyl upholstery material/automatic latching fastener shall be installed in both sections ECR 18-069
1	50-50-0541 50-51-1001	HOLD OPENS - SQUAD BENCH LID - GAS CYLINDERS CABINET CONSTRUCTION - INTERIOR - ALUMINUM All interior cabinets shall be constructed of a minimum of .090" thick welded aluminum.
1	50-51-1011	RECESSED ADJUSTABLE SHELF TRACK - CABINETS Install recessed adjustable shelf track in cabinets.
1	50-51-1013	HOLD OPENS FOR INTERIOR DOORS All top hinged interior cabinets with doors less than 6" tall shall have friction hinges as hold opens for door(s). Doors 6" and taller shall be designed using gas shocks as hold opens for the door(s). ECR 16-041
1	50-51-1014	CATCH, MAGNETIC - ADHESIVE BACK FOR INTERIOR DOOR(S) OVER 36 INCHES All side hinged interior doors that are over 36" inches tall with a latch on the top of the door shall have an adhesive back magnetic catch installed on the bottom of the door.
		ECR 16-021
1	50-51-2002	CABINET DOORS - CLEAR POLYCARBONATE All cabinet doors shall be clear polycarbonate material / installed in aluminum track lined with PPL inserts / An edge mounted aluminum handle shall be installed on each sliding cabinet door.
1	50-51-3001	CABINETS/ WALLS - POLYCHROMATIC COATING - MARBLE STONE Headliner, walls, cabinet faces, and cabinet interiors MultiSpec color to be #99-7371 Marble Stone Headliner, walls, cabinet faces, and cabinet interiors will all be this color
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09/11/2		·	Page 13
QTY 1	PART NO 50-51-4012	DESCRIPTION COUNTER TOP - SOLID ACRYLIC - NIGHT STARS (BLACK) A solid acrylic counter top, Night Stars (Black).	
1	50-51-5001	UPHOLSTERY - PATRIOT PLUS CHARCOAL #8605 All cushions, head pads and seating surfaces shall be covered with Spradling International Plus Charcoal #8605	l Patriot
1	50-51-6003	LONPLATE II, NON-SLIP EMBOSSED SM. GRID - GUNMETAL #424 The floor in the patient compartment shall be covered with Lonseal brand "Lonplate II" n small grid (embossed) Gunmetal #424,	non-slip;
1		COT MOUNT FASTENERS OPTIONAL PATIENT COMPARTMENT ITEMS	. !
1	50-60-0018	ASPIRATOR / SUCTION - SSCOR - WITH ELECTRIC PUMP - RECESSED A SSCOR suction system shall be recessed into the street side lower interior wall ne attendant's seat. The 12 VDC SSCOR electric vacuum pump to be installed in OS compartment (must use SSCOR pump and tubing)	ar the SS #2
		SSCOR recessed in wall by attendant's seat	
1	50-60-0037 50-60-0166	ASSIST HANDLES, (6) BLACK RUBBER COT FASTENER - CUSTOMER SUPPLIED STRYKER POWER LOAD SYSTEM - CENTER POSITION CN8 Install a Customer Supplied Stryker Power Load Cot System IPOS (center position). (doi include the cot)	es not
		Does not include the Cot.	
1 1 1 1	50-60-0220 50-60-0256 50-60-0300 50-60-0301 50-60-0322	EMBLEMS / SIGNS - REAR PATIENT COMPARTMENT EXHAUST VENTILATOR, 3-SPEED - MULTIPLEX ELECTRIC SYSTEM FLOOR CONSTRUCTION- PATIENT COMPARTMENT, NON-WOOD COMPOSITE FLOORING - COVE GLOVE DISPENSER - (3) BOX - ABOVE ENTRY DOOR - CURBSIDE (ABS) A three (3) - box glove dispenser unit, with a clear acrylic hinged access panel with thr cut-outs, shall be provided above the curbside entry door. A 1/4" turn latch will be installed face of the glove box access panel.	ree (3) d on the
		Holder to accommodate three (3) 5.375" wide x 10.125" long x 3.25" deep glove boxes SCR 18-040 (to correct size) ECR 18-050 (for change to latch)	
1	50-60-0340 50-60-0391 50-60-0431	GRAB RAIL, 1-1/4" DIAMETER, (96") OVER COT AREA HEADLINER - REAR PATIENT COMPARTMENT I V HANGERS - CEILING RECESSED - CAST PRODUCTS #IV2008-1 (2) Two (2) Cast Products #IV2008-1 recessed, dual ceiling I.V. hangers shall be provided per #9 locations.	∍r Dwg
1	50-60-0613	OXYGEN OUTLETS (2) WALL/(1)CEILING - OHIO MEDICAL TYPE Three (3) Ohio Medical flush mounted, quick release outlets shall be installed. One (1) forward street side cabinet action area, one (1) shall be installed in the wall above the bench and one (1) shall be installed in the ceiling above the head end of the cot.	in the squad

09/17/2	010	Page 14
QTY	PART NO	DESCRIPTION
. 1	50-60-0629	FLOW METER, OXYGEN - THORPE STYLE One (1) Thorpe style oxygen flow meter (15LPM) shipped loose with the completed vehicle.
1 1 1 1 1	50-60-0640 50-60-0660 50-60-0661 50-60-0709 50-60-0718 50-60-0730	OXYGEN SYSTEM, ELECTRIC - MULTIPLEX ELECTRIC SYSTEM PADDED EDGING PROTECTION PADS, HEAD AND BACK SHARPS AND TRASH CONTAINERS - ACCESS THRU SQUAD BENCH LID SQUAD BENCH FACE - VINYL FLOORING MATERIAL DOOR PANELS - MODULE PASSAGE DOORS - FULL LENGTH ALUMINUM - W/ACCESS PANELS Interior rear and curbside passage door panels to be full length aluminum, Multi-Spec sprayed to match interior color and contain removable latch access panel per dwg. # 6 & # 8. (Total 3).
1	50-60-0761 50-60-0820	STAINLESS STEEL WALL PROTECTION - INTERIOR STREETSIDE TURTLE TILE - SKID-RESISTANT MAT, CURBSIDE STEPWELL
1		PAINT / GRAPHICS
;		entrologico de entrologico en la compansa de la co La compansa de la co
1	60-01-0001 60-01-0002	PAINT PROCEDURE PAINT MODULE - RED/CHARCOAL METALLIC PER LAYOUT Paint the module roof, the ac condensor, and down the front of the module and both sides to just below the upper 900 warning lights Charcoal Metallic FLNA 93101. Paint the remainder of the body, and the entire rear face of body Red FLNA 31809. See attached marked up drawings for layout. Customer requests a paint sample of both colors.
1 1	60-01-0003 60-01-0004	CLEAR COATING - MODULE PAINT BUFFING, PAINT - MODULE Does not include the module roof.
. 1 1	60-01-0005 60-10-0108	STANDARDS AND SPECIFICATIONS FOR VEHICLE PAINT APPEARANCE CAB - RED/CHARCOAL METALLIC PER LAYOUT Paint Chassis Pierce Red #644 / FLNA 31809. Braun will paint the top of the chassis hood, and chassis roof Pierce #479 Charcoal Metallic FLNA 93101. Just the flat portion. See marked up drawings.
1	60-20-0301	CHEVRON STRIPING - FULL COVERAGE Red/Yellow Reflexite chevron striping 6" wide inverted "V" shall be installed on the complete rear of the module.
		See PDF for exact layout
1	60-25-0101	BLACK REFLECTIVE MATERIAL IN RUB RAILS Install black reflective material in rub rails.
: 1	60-30-0200	DOOR REFLECTIVITY
	60-SP-0001	PAINT AND GRAPHICS - SPECIAL OPTION Install a 6" black scotchlite from the cab fenders straight all the way down each side of the body. Install Avery Engine Turn Gold letters with Black border in the following locations: "CITY OF VENICE" - centered, sized to fit in charcoal paint in between led scene lights on both sides "Fire-Rescue" - in red paint, centered sized to fit below above on both sides.

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09/17/2		Page 15
QTY	PART NO	"Fire-Rescue" - in charcoal paint on chassis hood just above grille, in mirrored image. "CITY OF VENICE"
i i		"Fire-Rescue" on rear doors, below door handles in red reflexite block. See attached marked up drawings for approximate layout. Sized to fit.
-		This Item is here for Dealers to customize as needed.
1	80-10-0000	KKK-A-1822F COMPLIANCE
1		VEHICLE MANUALS
. 1	80-20-0001	VEHICLE MANUALS (1) PACKAGE SET One (1) Delivery Manual Package shall be supplied with the vehicle, and shall include the following items: Ambulance manufacturer parts, service and operation manuals OEM chassis owner's guide Complete 12 VDC and 125 VAC wiring schematics for all included standard and optional systems
• .	- 11 d	Multiplex Electrical system programming - electronic media
1	90-10-0007	STATEMENT OF LIMITED WARRANTY NEW AMBULANCES
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BRAUN PERFORMANCE EXCELLENCE SYSTEM

Statement of Limited Warranty New Ambulances

Document No. and Level: BPES-P-076-100 / Level || Effective Date: December 22, 2017

Revision No. C

Prepared By: Kim Braun Owner: Kim Braun Page: 1 of 2

SOLIDBODY™ MODEL WARRANTY

Subject to the provisions, limitations, and conditions set forth in this warranty, Braun Industries, Inc. (the "Manufacturer") warrants to each original purchaser that its ambulances are free of defects in material and workmanship and shall maintain such integrity under normal use and service. This warranty is valid only in the United States and Canada and all warranty periods start from the date of manufacture and expire per the disclosures listed below. The Manufacturer warrants to repair or replace at its sole discretion; components, Installation, or workmanship deemed to be defective under the terms and conditions set forth in this warranty statement. Warranty repairs must be performed by the Manufacturer or by a Braun Authorized Dealer / Service Center.

EXCLUSIONS AND LIMITATIONS

NOTWITHSTANDING ANY OTHER PROVISION HEREOF TO THE CONTRARY, OTHER THAN THE EXPRESS WARRANTIES SET FORTH HEREIN, THE MANUFACTURER MAKES NO OTHER WARRANTY REGARDING THE AMBULANCES, PRODUCTS AND/OR SERVICES PROVIDED BY MANUFACTURER, EXPRESS OR IMPLIED, MANUFACTURER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY IN SECTION 2-312 OF THE UCC THAT SUCH AMBULANCES AND/OR PRODUCTS DO NOT INFRINGE ON THE RIGHTS OF ANY OTHER PERSON. The purchaser's right to repair or replacement of defective parts or workmanship is the exclusive remedy, and neither the Manufacturer nor any Braun Authorized Dealer / Service Center shall be liable for damages, whether ordinary, incidental, or consequential under this warranty. Any remedy of consequential damages, including but not limited to economic loss, transportation, mileage, trip charges, wages, etc., and any remedy of incidental damages or loss are hereby excluded. Any acts of God or natural disasters, such as flood, storm, lightning, etc. are excluded. Purchaser's noncompliance with any part of this specific limited warranty shall immediately render the total warranty null, void and non-enforceable.

The purchaser shall use, service and maintain the ambulance according to the written instructions furnished by the Manufacturer and failure of purchaser to properly use, service and maintain the product in accordance with such instructions shall void the warranty, including, without limitation, (i) use of modular body for any purpose other than what it was originally designed to perform, (ii) resale or remounting of modular body without written warrantytransfer approval within the required time period, (iii) overloading the ambulance beyond its applicable weight rating, (iv) overloading the electrical system beyond its applicable electrical load rating, (v) remounting the modular body by anyone other than the Manufacturer or a Braun Authorized Remounter, (vi) defects or damage as a result of misuse, abuse, negligence, damage, or failure to provide normal routine maintenance, and/or (vii) defects or damage as a result of pass-through and aftermarket work performed by any entity other than the Manufacturer.

This statement of limited warranty does not apply to: (i) any product or component supplied by the purchaser, (ii) any product or component that is added, repaired, modified, altered, or replaced by anyone other than the Manufacturer, or (iii) any component that is not produced by the Manufacturer, and carries

its own warranty. Purchaser shall be responsible and liable for such modifications, alterations, integrations and installations performed by purchaser and purchaser hereby agrees to indemnify and hold harmless Manufacturer and its successors and assigns from all liabilities, obligations, cost, losses, demands, actions, proceedings, claims, damages, and penalties (including, without limitation, all attorney fees) incurred or suffered by Manufacturer and arising or relating to such modifications, alterations, integrations and installations performed by purchaser.

The Manufacturer reserves the right to make changes to the design and features of its products without any obligation to make corresponding changes to products previously manufactured. No other person is authorized to make any representation or warranty on behalf of the Manufacturer or any Braun Authorized Dealer / Service Center, other than as stated in the Manufacturer's warranty.

STRUCTURAL WARRANTY

The aluminum modular body (Braun SOLIDBODYTM ambulances) are warranted to be structurally sound and free of joint separation, weld cracks, and all other structural defects in materials and workmanship for the life of the vehicle in accordance with the provisions of this warranty. The original Braun Limited Warranty may be extended to the remounted ambulance when authorized.

Inclusions to warranty – The modular body construction, including seams, joints, door frames, roof, floor, and wall construction. All exterior doors. All aluminum cabinetry.

Exclusions from warranty – Paint finish, sealant deterioration, filler shrinkage, hardware, moldings, windows, non-aluminum cabinets, and other accessories that are not structural components of the module. Normal wear parts such as door rollers, latches, hinges, etc. Any part or component becoming defective as a result of accident damage or other casualty.

An accident will void the structural warranty. The potential for reinstatement of the structural warranty is dependent on an inspection by the Manufacturer or a Braun Authorized Dealer / Service Center within sixty days of the occurrence. The inspection will determine the structural integrity of the module and if there is an opportunity to reinstate the warranty.

TRANSFER OF OWNERSHIP:

The structural warranty may be transferred to a subsequent owner(s), provided that the vehicle is inspected by the Manufacturer or a Braun Authorized Dealer / Service Center within sixty days of transfer of ownership and the warranty revalidation forms are completed and filled with the Manufacturer verifying warranty compliance. A warranty transfer fee, in addition to inspection charges, will apply. Once this warranty has become invalidated by failure to comply with this provision or for any other reason, it cannot be reinstated.

CONVERSION WARRANTY

The non-structural construction, assembly and installation of the module is warranted to be free of defects in materials and workmanship for a period of three years from the date of manufacture, or up to 36,000 miles, whichever occurs first. Performance of components and equipment not manufactured by the manufacturer are covered by the applicable warranty from the

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BRAUN PERFORMANCE EXCELLENCE SYSTEM

Statement of Limited Warranty New Ambulances

Document No. and Level: BPES-P-076-100 / Level II
Effective Date: December 22 2017

Effective Date: December 22, 2017 Revision No. C

Prepared By: Kim Braun
Owner: Kim Braun
Page: 2 of 2

supplier of the specific item in question and may be more or less than the three year conversion warranty period and in some cases may not cover labor,

Inclusion to warranty – Non-aluminum cabinets, interior doors and acrylic or polycarbonate windows, hardware, latches and locks, trim, wall coverings, floor, kick plates, cot mount hardware, grab handles, IV hangers and other accessories. Braun manufactured seating, head pads, and other cushions and upholstery items. Air conditioning and heating system hoses, connections, and installation. Peeling or de-lamination of the topcoat and/or other layers of graphics. Cracking or checking of the graphics material and loss of gloss or color.

Exclusion from warranty – Effects from normal wear/use. Floor discoloration and marring. Damage to graphics caused by chemicals including but not limited to: DEF (diesel exhaust fluid), gasoline, diesel fuel, anti-freeze, power steering fluid, brake fluid, fuel additives, magnesium, calcium chloride, road salt, or other substances which are used to free roads from ice/snow. Damage caused by power washers, or other aggressive forms of washing. Damage caused by rolling, sliding or segmented doors.

CHASSIS WARRANTY

All new Braun ambulances that are mounted on a new chassis will carry the full OEM warranty, as issued by the specific chassis OEM. This warranty is administered by the chassis OEM's representing dealer and is subject to the guidelines, restrictions, and limitations that they set forth. This warranty does not apply to any portion of the truck or chassis directly included in the alteration process - including materials added to and work accomplished on the original chassis by a vehicle modifier. Should any chassis service/repairs be required due to Braun alterations, such repairs/service are covered under the Braun warranty for a term equal in duration, and in every other aspect, to the warranty provided by the OEM for the applicable chassis model year. The purchaser should complete an alignment after the unit is loaded and readied for use, as added weight and weight distribution will affect vehicle alignment. Alignments are not covered by OEM nor Braun warranty.

ELECTRICAL WARRANTY - MASTERTECH

The MasterTech microprocessor based, multiplex electrical system is warranted to be free of mechanical, electrical, and physical defects (excluding lamps, switches, and electrical display screens) for a period of seven years from the date of manufacture (up to 84,000 miles), whichever occurs first. The electrical display screens are also covered by a seven year pro-rated warranty, with a maximum allowable coverage of \$200 for parts replacement after three years. Labor is covered for the entire seven year period.

Inclusion to warranty – All Manufacturer installed wiring, wiring terminals, connectors, nodes and electrical display screens. Initial programming and proper system functions. Installation and proper wiring of standard and specified optional components such as fans, lights, sirens, compressors, IV warmers etc.

Exclusion from warranty - Chassis electrical systems which are covered by the chassis OEM. Batteries and alternator systems

which are covered by the OEM warranty. Light bulbs, batteries, and other normal wear/consumable type items. ELECTRICAL WARRANTY - TRADITIONAL

The electrical wiring harness, electrical components, and electrical system installation and workmanship are warranted to be free of defects for a period of five years from the date of manufacture (up to 75,000 miles), whichever occurs first. Performance and function of components and equipment not manufactured by the manufacturer are covered by the applicable warranty from the supplier of the specific item in question and may be less than the five year electrical warranty period, may not cover labor and may require repair instead of replacement.

Inclusion to warranty – All Manufacturer installed wiring, wiring terminals, connectors, relays, rocker switches, circuit breakers, diodes, solenoids, voltmeters, ammeters, and hour meters. Installation and proper wiring of components.

Exclusion from warranty – Chassis electrical systems which are covered by the chassis OEM. Batteries and alternator systems which are covered by the OEM warranty. Light bulbs, batteries, and other normal wear/consumable type items.

PAINT WARRANTY

The pro-rated paint warranty covers the areas of the ambulance body finished with paint products specified by the Manufacturer for a period of seven years from the date of manufacture, or up to 84,000 miles, whichever occurs first. The first four years, or up to 48,000 miles, are covered at 100% parts and labor. The fifth year or up to 60,000 miles, is covered at 75% parts and labor. The sixth and seventh years or up to 84,000 miles, are covered at 50% parts and labor. Paint repairs must be pre-authorized by the Manufacturer and performed by the Manufacturer or an Authorized Braun Dealer / Service Center.

Inclusion to warranty – Peeling or de-lamination of the topcoat and/or other layers of paint. Cracking, checking or loss of gloss. Any paint failure caused by defective materials which are covered by this warranty. Corrosion caused by improper surface preparation, dissimilar metal reaction, or improper paint application.

Exclusion from warranty – Paint deterioration caused by road salt, magnesium, calcium chloride, or other substances which are used to free roads from ice/snow. Paint deterioration caused by accidents, acid rain, chemical fallout, acts of nature, or the lack of routine maintenance such as regular washing and waxing or the failure to touch-up stone chips. Damage caused by chemicals including but not limited to: DEF (diesel exhaust fluid), gasoline, diesel fuel, anti-freeze, power steering fluid, brake fluid, fuel additives, abrasive cleaners, etc. Failures resulting from product misuse or abuse including but not limited to stone chips, scratches, gouges, other impact damage, etc. Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, pressure washing, or aggressive mechanical wash systems. Failure of finishes that were applied without the prior, written authorization of the Manufacturer.

ESCROW AGREEMENT - Exhibit A

ESCROW DISBURSEMENT REQUEST FORM

Old National Wealth Management, acting as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of **November 1, 2019**, by and among the Escrow Agent, Leasing 2, Inc. ("Lessor") and **City of Venice, Florida** ("Lessee") (the "Escrow Agreement"), is hereby requested to pay to the person or corporation designated below as payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below, which equipment was financed pursuant to that certain Lease-Purchase Agreement dated **November 1, 2019**, by and between Lessor and Lessee (the "Lease"). The amount shown below is due and payable under the attached vendor invoice(s) of payee with respect to the described equipment and has not formed the basis of any prior request for payment from the escrow account established under the Escrow Agreement.

PAYEE: Stryk	ker		
AMOUNT: \$44	49,715.08.00		
DESCRIPTION OF	EQUIPMENT: EMS patie	nt transport equipme	nt, Lifepaks and related equipment.
INVOICE #			DATED:
Indicate Method for	Payment Disbursement:		
	Overnight Check ***		Wire Funds
Mailing Address:		Wire Instruction	ns:
			-
		nere might be a fee charged for from the escrow balance before	
Lessee: City of Ve	nice, Florida		
Ву:			
Name: John Holi	С		
Title: Mayor			
Assignee: Santand	er Leasing, LLC		
By: Authorized Signer			
Authorized Signer			
		ACCEPTANCE CERTIFIC	CATE
accepts such equip- performed by it under	ment, and hereby certifies that Les	sor or its assignee has fully an quipment, that such equipment	above and included on the attached vendor invoice(s), hereby and satisfactorily performed all covenants and conditions to be is fully insured in accordance with Section 8.03 of the Lease defined in the Lease.
Date:			
		Lessee: City of Venice	e, Florida
		Ву:	
		Name: John Holic	
		Title: Mayor	

*s*tryker

Quick Quote 5/8/2019 1:28 PM

VENICE FIRE DEPT

Quote Number:

10010954

Remit to:

P.O. Box 93308

Version: Prepared For:

Chicago, IL 60673-3308

Attn:

Rep:

Amanda McBride

Email:

amanda.mcbride@stryker.com

Phone Number:

Quote Date:

09/17/2019

Expiration Date: 09/30/2019

Delivery Ad	ldress	End User - S	End User - Shipping - Billing		Bill To Account		
Name:	VENICE FIRE DEPT	Name:	VENICE FIRE DEPT	Name:	VENICE FIRE DEPT		
Account #:	1330619	Account #:	1330619	Account #:	1330619		
Address:	200 N GROVE ST	Address:	200 N GROVE ST	Address:	200 N GROVE ST		
	VENICE		VENICE		VENICE		
	Florida 34285		Florida 34285		Florida 34285		

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6390000000	PowerLOAD	4	\$22,942.44	\$91,769.76
1.1	6390026000	Standard Comp 6390 Power-Load			
1.2	6390028000	UNIVERSAL FLOORPLATE OPTION			
1.3	639000220000	ONE PER ORDER, MANUAL, ENG OPT			
1.4	6390600000	English Manual			
1.5	7777881660	1 year parts, labor & travel			
2.0	6506000000	Power-PRO XT	4	\$18,984.78	\$75,939.12
2.1	6085033000	PR Cot Retaining Post			
2.2	7777881669	3 Yr X-Frame Powertrain Wrnty			
2.3	7777881670	2 Yr Bumper to Bumper Warranty			
2.4	6506026000	Power Pro Standard Components			
2.5	6500001430	X-RESTRAINT PACKAGE			
2.6	0054030000	DOM SHIP (NOT HI, AK, PR, GM)			
2.7	650606160000	ONE PER ORDER, MANUAL, ENG OPT			
2.8	6085031000	Trendelenburg			
2.9	6506038000	Steer Lock Option			
2.10	6092036018	J Hook			
2.11	6506127000	Power-LOAD Compatible Option			
2.12	6500028000	120V AC SMRT Charging Kit			
2.13	6500003130	KNEE GATCH BOLSTER MATRSS, XPS			

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#	Product	Description	Qty	Sell Price	Total
2.14	6506040000	XPS Option			
2.15	6506036000	No HE Section O2 Bottle			
2.16	0054200994	No Runner/HE O2			
2.17	6500315000	3 Stage IV Pole PR Option			
2.18	6506012003	STANDARD FOWLER			
2.19	6500240000	O2 Bottle Holder F/E Option			
2.20	6500130000	Pocketed Back Rest Pouch			
2.21	6500128000	Head End Storage Flat			
2.22	6500147000	Equipment Hook			
3.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT.	8	\$29,241.20	\$233,929.60
4.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	8	\$0.00	\$0.00
5.0	11141-000115	REDI-CHARGE Base (power cord not included)	8	\$1,275.10	\$10,200.80
6.0	11140-000015	AC power cord	8	\$68.06	\$544.48
7.0	11140-000052	LP15 REDI-CHARGE Adapter Tray	8	\$173.02	\$1,384.16
8.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	24	\$392.78	\$9,426.72
9.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	8	\$524.80	\$4,198.40
10.0	11171-000050	Masimo™Rainbow™ DCIP Pediatric Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	8	\$578.10	\$4,624.80
11.0	11171-000046	Masimo™M-LNCS® DCI, Adult Reusable SpO2 only Sensor. For use with RC Patient Cable.	8	\$246.82	\$1,974.56
12.0	11171-000047	Masimo™M-LNCS® DCIP, Pediatric Reusable SpO2 only Sensor. For use with RC Patient Cable.	8	\$246.82	\$1,974.56
13.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	8	\$268.14	\$2,145.12
14.0	11220-000028	LIFEPAK 15 Carry case top pouch	8	\$48.38	\$387.04
15.0	11260-000039	LIFEPAK 15 Carry case back pouch	8	\$68.88	\$551.04

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#	Product	Description	Qty	Sell Price	Total
16.0	11996-000474	4G Modem: Verizon Cellular (for use on customer data plan; purchased separately)	8	\$988.10	\$7,904.80
17.0	11160-000017	NIBP Cuff -Reusable, Large Adult	8	\$27.88	\$223.04
18.0	11160-000013	NIBP Cuff-Reusable, Child	8	\$20.50	\$164.00
20.0	11171-000054	Masimo™Reusable Ambient Light Shield. Box of 5.	2	\$54.94	\$109.88
			Equip	ment Total:	\$447,451.88

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
19.0	11600-000030	CODE-STAT 11 Data Review Seat License	1	\$2,263.20	\$2,263.20
			ProCa	re Total:	\$2,263.20

Price Totals:

Grand Total: \$449,715.08

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE





PROCARESM PRODUCT SERVICE PLAN AGREEMENT and TERMS AND CONDITIONS

This document sets forth the entire Product Service Plan Agreement ("Agreement") between **Stryker Medical (a division of Stryker Corporation)**, herein and after referred to as **"Stryker"**, and _______, herein and after referred to as the **"Customer."** This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment *ProCare Program* (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. Stryker may elect to use new or used parts related to the Services in its sole discretion. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with

no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, it's Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or

agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and it's implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the

subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in factor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.