

# LOS ANGELES FIRE DEPARTMENT




KRISTIN M. CROWLEY  
FIRE CHIEF

April 25, 2024

BOARD OF FIRE COMMISSIONERS  
FILE NO. 24-046

TO: Board of Fire Commissioners

FROM:  Kristin M. Crowley, Fire Chief

SUBJECT: ZOLL X-SERIES CARDIAC MONITOR LEASE AGREEMENT

FOR INFORMATION ONLY:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

## SUMMARY

In 2023, the Los Angeles Fire Department (LAFD) responded to 417,191 emergency medical service (EMS) incidents. Of these calls for service, 232,023 incidents required advanced life support (ALS). The ALS resources utilize a full complement of equipment and medications to effectively deliver a robust level of care. One such piece of equipment is the cardiac monitor.

The cardiac monitor, a crucial piece of equipment, provides comprehensive monitoring of vital signs, including ECG, SpO2, NIBP, and capnography. With its cardiac rhythm analysis and defibrillation capabilities, this technology offers a more complete picture of the patient's condition. This aids in accurate diagnosis and treatment, as standardized by the LA County Department of Health Services. Equipping all ALS resources with this technology is a testament to LAFD's commitment to leveraging technological innovations, which directly translates to improved patient outcomes and response effectiveness.

The Los Angeles Fire Department (LAFD) has finalized negotiations with ZOLL Medical to provide the "X Series" cardiac monitors for all LAFD Advanced Life Support (ALS) resources. This decision is a significant step forward and underscores the department's commitment to remaining a premier all-risk emergency service provider. The proposed equipment lease is for seven (7) years, commencing on September 1, 2024, and terminating on September 1, 2030. The total compensation for this agreement is \$9,435,094.54.

## **RECOMMENDATIONS**

That the Board:

1. Approve the recommendation that the LAFD enter into a seven (7) year Equipment Lease-Purchase Agreement with ZOLL Medical to provide 253 "X Series" Advanced Monitor/Defibrillators and ancillary equipment listed in Schedule A of this agreement.
2. Request the Commission Executive Assistant to transmit this report to the Mayor's Office in accordance with Executive Directive No. 3 and to the City Council in accordance with the Los Angeles Administrative Code, Ordinance 15514, Article 12, Section 5.111.4, for consideration and approval.

## **DISCUSSION**

The ZOLL "X Series" cardiac monitor is a state-of-the-art medical device that enhances patient care during critical-level emergency medical incidents. It offers a range of features designed to improve patient care during critical situations. It incorporates cutting-edge capabilities and innovations that can enhance the efficiency and effectiveness of emergency medical response. These devices will supplant the antiquated LIFEPAK 15 cardiac monitors currently in use which have reached their end of service life. Compared to the LIFEPAK 15, the ZOLL X Series incorporates cutting-edge capabilities and innovations that can enhance the efficiency and effectiveness of emergency medical response.

This equipment lease-purchase agreement underscores the LAFD's unwavering commitment to the community's health and safety. By outfitting all ALS resources with the ZOLL "X Series" cardiac monitors, the department aims to advance care across the city, ensuring that every patient, regardless of their location, receives the highest level of care during a medical emergency.

The decision to partner with ZOLL results from a rigorous and strategic evaluation process. This meticulous process ensured that the most suitable equipment was selected to further our mission. It's a decision that instills confidence among Angelenos about the department's commitment to excellence. Factors such as device reliability, functionality, longevity, and vendor support significantly influenced the decision to select ZOLL as the preferred supplier for the new cardiac monitors.

## **FISCAL IMPACT**

Funding for this agreement will be paid using the Department's operating supplies account leveraged with the Target-Destination Ambulance Service Revenue Trust Fund. Under the terms of this agreement, seven (7) consecutive annual payments of \$1,347,870.65, for a total of \$9,435,094.54, will be financed. The Lease Payment Schedule is outlined in Schedule B of the agreement.

**CONCLUSION**

Overall, this initiative represents a strategic investment by the City of Los Angeles. It significantly enhances the LAFD's ability to provide high-level cardiac monitoring and is poised to improve patient care during critical-level emergency medical incidents. Its advanced features and seamless integration capabilities make it an innovative technology supporting the LAFD in executing its mission.

Board Report prepared by Corey Rodriguez, Captain I, Emergency Medical Services Bureau.

Attachments

# EQUIPMENT LEASE-PURCHASE AGREEMENT

## Execution Version

Lease Number:

Dated:

### LESSEE:

CITY OF LOS ANGELES  
200 North Spring Street  
Los Angeles, CA 90012

### LESSOR:

ZOLL Medical Corporation  
269 Mill Rd.  
Chelmsford, MA 01824

This Equipment Lease-Purchase Agreement, together with Attachments A and B-1 and B-2, and Schedules 1 and 2 attached hereto and incorporated herein by this reference (collectively, this "Equipment Lease") sets forth the terms and conditions under which Lessor hereby leases to Lessee, and Lessee hereby accepts and leases from Lessor, certain equipment as described in Schedule 1 attached hereto (the "Equipment"). Lessee hereby agrees and covenants during the Lease Term (as hereinafter defined) that, except as hereinafter expressly provided, it shall use the Equipment solely for public and municipal purposes so as to afford the public the benefit contemplated by this Equipment Lease and further agrees that it shall not abandon the Equipment.

1. Lease Term. This Equipment Lease will become effective and the term of this Equipment Lease (the "Lease Term") will commence on the date set forth on Schedule 2 attached hereto (the "Commencement Date"), and will terminate on the final scheduled Lease Payment (as hereinafter defined) due date set forth on Schedule 2, unless such date and the corresponding term of this Equipment Lease is terminated or extended as hereinafter provided. If on the scheduled termination date, the Lease Payments payable hereunder shall have been abated at any time and for any reason, then the Lease Term shall be extended for a period equal to the period the obligation to make Lease Payments was abated pursuant to Section 12 hereof, but in no event shall the term of this Equipment Lease be extended later than the then remaining economic useful life of the Equipment, as originally represented by Lessor in Section 6 hereof or as later certified by Lessor to Lessee in writing. If prior to the scheduled termination date, all remaining unpaid Lease Payments are prepaid in accordance with Section 18, the Lease Term of this Equipment Lease shall thereupon terminate.

Upon the termination of the Lease Term, provided that all Lease Payments due hereunder have been duly paid, any and all of Lessor's right, title and interest in all of the Equipment shall automatically transfer to and be vested in the Lessee. Lessor and Lessee shall execute and file such documents as may be reasonably necessary to evidence such termination and transfer free and clear of any liens created by Lessor.

2. Lease Payments; Covenant to Budget and Appropriate. (a) Subject to Sections 12 and 18 of this Equipment Lease, Lessee agrees to pay to Lessor, as rental for the beneficial use and enjoyment of the Equipment during each Rental Period (as hereinafter defined), the Lease Payments (herein so called) in the amounts and on the due dates specified on Schedule 2 attached hereto. As used herein, "Rental Period" means each twelve-month period during the Lease Term

and, in the case of the first Rental Period, the period commencing on the Commencement Date and ending on the day immediately preceding the first Lease Payment due date set forth on Schedule 2 attached hereto; thereafter, commencing on each Lease Payment due date set forth on Schedule 2 and ending on the day immediately preceding the next succeeding Lease Payment due date set forth on Schedule 2. Lessee acknowledges that its obligation to pay Lease Payments accrues as of the Commencement Date. The Lease Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing), and will commence on the first Lease Payment due date set forth on Schedule 2 (the "Lease Payment Commencement Date") and thereafter on each of the Lease Payment due dates set forth in Schedule 2. Lessee agrees to pay the Lease Payments from Legally Available Funds (as hereinafter defined), and represents that any such Lease Payments shall constitute fair consideration for the beneficial use and enjoyment of all Equipment delivered and accepted and made available for Lessee's beneficial use and enjoyment for each respective Rental Period. Each Lease Payment for the Equipment shall be payable in any Rental Period only to the extent Lessee has the beneficial use and enjoyment of the Equipment during such Rental Period. Any Lease Payment received later than one hundred twenty (120) days from the Lease Payment due date set forth in Schedule 2 will bear interest at a rate of 1% per annum from such Lease Payment due date until paid, limited, however, to the maximum amount allowed by law.

(b) So long as Lessee has the right to the beneficial use and enjoyment of the Equipment, and subject to Section 12 of this Equipment Lease, the obligations of Lessee to make Lease Payments for the Equipment or pay any other amounts due hereunder, and to perform and observe covenants and agreements contained therein, shall be absolute and unconditional under any and all circumstances subject to the terms and conditions of this Equipment Lease and without notice or demand by Lessor, notwithstanding any dispute between or among Lessee and Lessor (whether as the vendor, the manufacturer, seller or supplier of the Equipment) or any other person.

(c) Lessee's obligation to make Lease Payments or pay any other amounts due hereunder, subject to the terms and conditions of this Equipment Lease, shall constitute a current obligation payable exclusively from any funds that the governing body of Lessee duly appropriates or are otherwise legally available for the purpose of making such payments (the "Legally Available Funds"), and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory debt limitation or requirement. Lessee has not pledged its full faith and credit or its taxing power to make any Lease Payments or pay any other amounts due hereunder.

(d) Lessee hereby covenants to take such action as may be necessary to include all Lease Payments due hereunder in its annual budgets and to make the necessary annual appropriations for all such Lease Payments. In so providing for the payment of Lease Payments in its annual budgets, Lessee may take into account Legally Available Funds (including the net proceeds of insurance) that are properly available to make such Lease Payments. The obligations of Lessee to make Lease Payments do not constitute obligations for which Lessee is obligated to levy or pledge any form of taxation or for which Lessee has levied or pledged any form of taxation. The obligation of Lessee to make Lease Payments does not constitute an indebtedness of Lessee, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

(e) Lessee shall not assert any right of set-off, defense, counterclaim, or recoupment for any reason whatsoever with respect to this Equipment Lease, except that Lessee may assert any right of set-off available to it as specifically provided in Section 264 of the City of Los Angeles Charter. To the extent permitted by applicable law, Lessee hereby waives any and all rights that it may now have or that at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this Equipment Lease or any of the items of Equipment except in accordance with the express terms hereof.

(f) Such payments of Lease Payments and other amounts payable hereunder during the Lease Term shall constitute the total rental for each Rental Period during the Lease Term and shall be paid by Lessee in each Rental Period for and in consideration of the right of beneficial use and enjoyment of the Equipment during each such Rental Period for which said rental is to be paid. The parties hereto have agreed and determined that such Lease Payments payable for each Rental Period do not exceed the fair rental value of the Equipment for each such Rental Period. In making such determination, consideration has been given to costs of manufacturing, acquisition, installation and financing of the Equipment, the market value of the Equipment, other obligations of the parties hereunder, the uses and purposes which may be served by the Equipment and the benefits therefrom which will accrue to Lessee and the general public.

(g) If Lessee pays or prepays all remaining Lease Payments in full, Lessee's obligations under this Equipment Lease shall thereupon cease and terminate, including but not limited to Lessee's obligation to pay Lease Payments under this Section 2 with title to the Equipment vesting with the Lessee as described under Section 1. If Lessee is required to prepay the unpaid Lease Payments in part but not in whole pursuant to Section 18(a) of this Equipment Lease as a result of any insurance award with respect to any portion of the Equipment, such prepayment shall be credit entirely towards the prepayment of the unpaid Lease Payments allocable to such Equipment on a pro rata basis.

(h) The parties acknowledge and agree that the first Lease Payment includes the cost of certain software-as-a-service offerings ("Software Services") during the Lease Term. The Software Services will be provided upon execution of and will be governed by the terms of a Software Services Agreement to be negotiated by the parties (the "Software Services Agreement"). There will be no additional costs associated with the Software Services Agreement beyond the Lease Payments described herein. In the event of a conflict in terms between this Equipment Lease and the Software Services Agreement (including, without limitation, any conflict in the provisions related to liability and indemnification), the Software Services Agreement shall govern with respect to, and only with respect to, the Software Services. In connection with fulfilling its obligations under the Software Services Agreement, Lessor will abide by the terms of the Business Associate Agreement to be negotiated by the parties.

3. Delivery and Acceptance. All of the Equipment is available for delivery to Lessee as of the Commencement Date and Lessor will hold the Equipment on behalf of and for the convenience of Lessee until such delivery times as Lessee requests, with all of the Equipment delivered to Lessee at its facilities no later than August 1, 2024 so that Lessee will have sufficient time to accept all of the Equipment no later than 14 days after receipt of the Equipment. As of the Commencement Date, the Equipment shall be deemed to be available for Lessee's beneficial use

and enjoyment under this Equipment Lease. All of the Equipment must be delivered and accepted at least 30 days prior to the first Lease Payment due date set forth on Schedule 2 attached hereto.

4. Warranty; Disclaimers and Lessee Waivers. The terms of Lessor's standard product warranty are attached hereto as Attachment B-1. In addition, Lessee is purchasing an extended warranty ("Extended Warranty") from the Lessor. The terms of such Extended Warranty are set forth in Attachment B-2 to this Equipment Lease. Attachments B-1 and B-2 are incorporated herein by reference. Except as provided in Lessor's standard product warranty and Extended Warranty, LESSEE LEASES THE EQUIPMENT FROM LESSOR "AS IS, WHERE IS". IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT (A) LESSOR MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY, OPERATION, OR CONDITION OF ANY EQUIPMENT (OR ANY PART THEREOF), THE MERCHANTABILITY OR FITNESS OF EQUIPMENT FOR A PARTICULAR PURPOSE, OR INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THE EQUIPMENT (INCLUDING, ANY PATENT, COPYRIGHT AND TRADEMARK RIGHTS, OF ANY THIRD PARTY, WHETHER RELATING TO INFRINGEMENT OR OTHERWISE); (B) LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE OF ANY EQUIPMENT OR ANY DELAY IN THE DELIVERY OR INSTALLATION THEREOF; AND (C) LESSEE HAS SELECTED ALL EQUIPMENT WITHOUT LESSOR'S ASSISTANCE. IT IS FURTHER AGREED THAT LESSOR SHALL HAVE NO LIABILITY TO LESSEE, ITS CUSTOMERS, EMPLOYEES, DIRECTORS, AGENTS OR ASSIGNS OR ANY THIRD PARTIES FOR ANY DAMAGES AT LAW OR IN EQUITY (INCLUDING, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY OR LESSOR'S NEGLIGENCE) ARISING OUT OF THIS EQUIPMENT LEASE OR CONCERNING ANY EQUIPMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ALL RIGHTS AND REMEDIES AGAINST LESSOR CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC, INCLUDING SECTIONS 508 THROUGH 522 THEREOF.

5. Lessee's Representations and Warranties. Lessee represents, warrants and covenants on the Commencement Date that: (a) the execution, delivery and performance by Lessee of this Equipment Lease has been duly authorized by all necessary action on the part of Lessee; (b) this Equipment Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms; (c) Lessee will be the only entity to possess, and Lessee's employees will be the only persons to use and operate, the Equipment during the Lease Term; (d) Lessee will do or cause to be done all things necessary to preserve and keep this Equipment Lease in full force and effect, and (e) the Equipment will be used for one or more authorized governmental or proprietary functions essential to Lessee's proper, efficient and economic operation.

6. Lessor's Representations and Warranties; Useful Life of Equipment. Lessor represents, warrants and covenants on the Commencement Date that: (a) the Lessor is the sole owner of the Equipment free and clear of any pledge, lien, charge, encumbrance or claim on or with respect to the Equipment; (b) the execution, delivery and performance by Lessor of this Equipment Lease has been duly authorized by all necessary action on the part of Lessor; (c) this

Equipment Lease constitutes a legal, valid and binding obligation of Lessor enforceable in accordance with its terms; and (d) the economic useful life of the Equipment is not less than seven (7) years.

7. Title to Equipment; Security Interest.

(a) Lessor is the sole owner of the Equipment and has sole title thereto until such time as Lessee has paid all Lease Payments due hereunder, in which event any and all of Lessor's right, title and interest in all of the Equipment shall automatically transfer to and be vested in the Lessee as provided in Section 1 hereof. Until the occurrence of the foregoing, Lessee shall be the owner of the leasehold interest in the Equipment pursuant to this Equipment Lease.

(b) In order to secure all of its obligations hereunder, Lessee hereby (x) grants to Lessor a first priority security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (y) agrees that Lessor may file such financing statements as necessary to evidence or perfect such security interest; and (z) agrees to execute and deliver all financing statements, certificates of title and other instruments reasonably requested by Lessor to evidence such security interest.

8. Use; Repairs; Enjoyment. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating thereto, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense, will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessor is providing to Lessee the Extended Warranty with respect to the Equipment, and Lessee intends to satisfy its obligations under this Section 8 with such Extended Warranty. During the Lease Term, Lessor shall not interfere with Lessee's enjoyment of the Equipment, and Lessee shall during such Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Equipment Lease. Notwithstanding the foregoing, Lessor shall have the right to inspect the Equipment as provided in Section 10 below.

9. Alterations. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. Inspection. To the extent necessary to fulfill Lessee's governmental purposes, the Equipment may be used throughout the United States of America, but in all cases, Lessee shall maintain a method of tracking and inventorying the Equipment. Lessor will be entitled to inspect the Equipment during normal business hours upon reasonable prior written notice to Lessee.

11. Liens and Taxes. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, except those created hereunder. Lessor shall report and pay all license and registration fees and all taxes, fees, levies, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes)



("Taxes") now or hereafter imposed or assessed by governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Lease Payment or other charges payable hereunder, or otherwise upon or in connection with this Equipment Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be reported and paid by Lessee. Lessee shall within 120 days of invoice reimburse Lessor for all such Taxes paid by Lessor on Lessee's behalf, excluding (a) Taxes on or measured by the overall gross or net income of Lessor, (b) as to this Equipment Lease or the related Equipment, Taxes attributable to the period after the return of such Equipment to Lessor, and (c) Taxes imposed as a result of a sale or other transfer by Lessor of any portion of its interest in this Equipment Lease or in any Equipment.

12. Rent Abatement; Damage and Destruction and Use of Proceeds of Insurance.

(a) Lease Payments shall be abated during any period in which by reason of loss, damage, destruction or otherwise there is substantial interference with the use and possession by Lessee of the Equipment, so that the remaining Lease Payments and any other amounts payable hereunder then due for the use of the Equipment that was not affected are not greater than the fair rental for use of the unaffected Equipment. Lessee and Lessor shall calculate the rental abatement amount on an annual basis taking into account the entire twelve-month period of the Rental Period within which the damage or destruction occurs. If at any time it shall be necessary to calculate rental abatement, for purposes of calculation for any twelve-month period of a Rental Period, the total amount of Lease Payment payable within such twelve-month period shall be divided by 365 days (except for the Rental Period including February 29, 2024 and February 29, 2028, in which case the divisor shall be 366 days). The maximum amount of daily rental abatement for such twelve-month period shall not exceed the result of such calculation. Such abatement shall continue for the period commencing with such interruption of use and ending with the substantial completion of the work of repair or replacement. In the event of any such interruption of use, this Equipment Lease shall continue in full force and effect and the Lease Payments shall not be subject to abatement under this Section 12 to the extent that other amounts are made available to pay Lease Payments which would otherwise be abated under this Section 12, it being hereby declared that such amounts constitute special funds for the payment of the Lease Payments.

(b) If any item of Equipment is damaged in a manner which substantially interferes with its use, such Equipment shall be promptly repaired or replaced at Lessee's expense (including by the Extended Warranty), unless (i) such damage, together with other components of the Equipment lost, damaged or destroyed, would not result in the abatement of any portion of the Lease Payments because, for example, the fair rental value of the remaining useable Equipment is sufficient to support the Lease Payments unabated, or (ii) Lessee elects to apply the proceeds of insurance and other legally available funds to the prepayment of the unpaid Lease Payments pertaining to the item of Equipment lost, damaged or destroyed such that the Lease Payments to be made on the undamaged Equipment will not exceed the fair market value for each Rental Period over the remaining term of this Equipment Lease.

(c) All risk of loss, damage, theft or destruction to each item of Equipment shall be borne by Lessee. Lessee is mitigating such risk of loss, damage, theft or destruction by obtaining the Extended Warranty and maintaining the insurance required by Section 13 of this Equipment Lease. Lessee shall use the proceeds of any insurance to accomplish one of the

following purposes in the event of the loss or destruction of or unrepaired damage to any portion of the Equipment which would otherwise result in abatement of all or a portion of the Lease Payments: (i) to acquire replacement Equipment or repair diligently (at Lessee's cost) Equipment having an economic useful life not less than the remaining Lease Term of the Equipment so lost, destroyed or damaged to be and become subject to this Equipment Lease at a cost such that the fair market rental value of the Equipment leased pursuant to this Equipment Lease (including such replacement Equipment) for each remaining Rental Period is not less than the Lease Payments for each Rental Period over the remaining term of this Equipment Lease; (ii) to apply an amount sufficient, under Section 18(a) of this Equipment Lease, to purchase the portion of the Equipment so destroyed or irreparably damaged, said amount to be used as a special fund for prepayment of the unpaid Lease Payments pertaining to the Equipment destroyed or irreparably damaged; or (iii) to apply such funds to the prepayment of the unpaid Lease Payments pursuant to Section 18(a) of this Equipment Lease so that the Lease Payments to be made on the remaining Equipment will not exceed the fair market rental value for each Rental Period over the remaining term of this Equipment Lease.

(d) To the extent that an event of loss, destruction or unrepaired damage results in an abatement of Lease Payments pending the acquisition of replacement Equipment pursuant to Section 12(c)(i) above, Lessee may substitute replacement Equipment for the Equipment so lost, destroyed or damaged to be and become subject to this Equipment Lease, such replacement Equipment having a fair rental value such that the fair rental value of the Equipment leased pursuant to this Equipment Lease (including such replacement Equipment) for each remaining Rental Period is not less than the Lease Payments and any other amounts payable hereunder for each Rental Period over the remaining term of this Equipment Lease. Lessee may also make such a substitution of Equipment as an alternative to taking the actions described in Section 12(c)(i) and (ii) above.

13. Insurance. (a) Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage insurance with respect to the Equipment against loss or damage to any part of the Equipment by collision, fire, loss and theft, with extended coverage and vandalism and malicious mischief insurance, in such amounts, covering such risks, and with such insurers as shall be reasonably satisfactory to Lessor. Lessor acknowledges and agrees that Lessee's insurance obligations pursuant to this Section 13(a) may be satisfied by the Lessee's risk retention program. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the lesser of the amount of (i) the then applicable Balance Payment set forth in Schedule 2 attached hereto ("Balance Payment") and (ii) 100% of the replacement cost of the Equipment. The initial amount of insurance required shall be the Balance Payment as of the Commencement Date as set forth in Schedule 2 attached hereto. Each insurance policy, if any, will name Lessee as an insured and Lessor as an additional insured and/or loss payee, and will contain a clause requiring the insurer to give Lessor prior written notice of any alteration in the terms of such policy or the cancellation thereof as permitted under the terms of such policy. The net proceeds of any such insurance policy will be payable to Lessee and Lessor as their interests may appear. Upon acceptance of the Equipment and upon each policy renewal date, as applicable, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee is insuring against any or all such risks by a risk retention program, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make

available to Lessor all information and documentation relating thereto. Notwithstanding anything in this Equipment Lease, Lessor acknowledges and agrees that Lessee's plans and expectations are to satisfy the insurance obligations herein with Lessee's risk retention program.

14. [Reserved.]

15. Assignment. (a) Without Lessor's prior written consent, Lessee will not (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Equipment Lease, the Equipment or any interest in this Equipment Lease or the Equipment; or (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

(b) Upon prior written notice to Lessee and written confirmation from the Assignee (as defined below) reasonably satisfactory to Lessee that such Assignee will be able to fulfill the Lessor's obligations under this Equipment Lease and otherwise meets the requirements set forth below, Lessor may assign its rights, title and interest in and to this Equipment Lease, the Equipment and any documents executed with respect thereto, and/or grant or assign a security interest therein, in whole (but not in part), to any entity at any time without Lessee's consent, so long as any such Assignee is an "accredited investor" (as defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended) or any "qualified institutional buyer" (as defined in Rule 144A promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended) and so long as such assignment does not violate any City ordinance. Lessee agrees to notify Lessor whether or not the written confirmation from the Assignee described in the preceding sentence is reasonably satisfactory to Lessee within five (5) business days of receipt of such written confirmation. Notwithstanding the foregoing, Lessor may not assign its rights, title and interest in and to this Equipment Lease, the Equipment and any documents executed with respect thereto, and/or grant or assign a security interest therein, to a bank or trust company as paying or escrow agent for holders of certificates of participation in this Equipment Lease. Any such Assignee shall have all of the rights of Lessor under this Equipment Lease. Subject to the foregoing, this Equipment Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

No assignment or reassignment of any Lessor's right, title or interest in this Equipment Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of such Assignee and written confirmation from the Assignee reasonably satisfactory to Lessee that such Assignee will be able to fulfill the Lessor's obligations under this Equipment Lease and otherwise meets the requirements set forth above.

16. Event of Default. As used herein, the term "Event of Default" means the occurrence of any one or more of the following events: (a) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms hereof, and any such failure continues for one hundred twenty (120) days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder, and such failure is not cured within one hundred twenty (120) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Equipment Lease or in any writing ever delivered by Lessee pursuant hereto or in connection herewith was false, misleading or erroneous in any material respect when made;

(d) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within thirty (30) days after the institution or occurrence thereof; or (e) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. Remedies. Whenever any Event of Default shall have occurred and be continuing, Lessor may exercise any and all remedies available pursuant to law or granted pursuant to this Equipment Lease; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by Lessee is expressly made a condition and upon the breach thereof Lessor may, at its option, require Lessee to promptly return all Equipment to Lessor (and Lessee agrees that it shall so return the Equipment), and also, at its option, with or without such repossession, may terminate this Equipment Lease, provided that no acts of the parties hereto may terminate Lessee's obligation to make the Lease Payments except only in the manner herein expressly provided. In the event of such default and notwithstanding any repossession by Lessor or termination of this Equipment Lease, Lessee shall, as herein expressly provided, continue to remain liable for the payment of the Lease Payments and/or damages for breach of this Equipment Lease and the performance of all conditions herein contained and, in the event such rent and/or damages shall be payable to Lessor at the time and in the manner as herein provided, to wit:

(a) if Lessor does not elect to terminate this Equipment Lease in the manner hereinafter provided for in subparagraph (b) below, Lessee agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse Lessor for any deficiency arising out of the re-leasing of the Equipment or, in the event Lessor is unable to re-lease the Equipment, then for the full amount of all Lease Payments to the end of the Lease Term of this Equipment Lease, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding any suit brought by Lessor for the purpose of obtaining possession of the Equipment or exercise of any other remedy by Lessor; Lessee hereby irrevocably appoints Lessor as the agent and attorney-in-fact of Lessee to obtain possession and re-lease the Equipment in the event of default by Lessor in the performance of any covenants herein contained to be performed by Lessee, for the account of and at the expense of Lessee, and Lessee hereby agrees to pay all proper and reasonable costs and expenses associated with the recovery, repair, storage and re-leasing of the Equipment, including reasonable attorney's fees and expenses; Lessee hereby waives any and all claims for damages caused or which may be caused by Lessor in entering any premises where the Equipment may be held and taking possession of the Equipment as herein provided and all claims for damages that may result from the destruction of or injury to the Equipment; Lessee agrees that the terms of this Equipment Lease constitute full and sufficient notice of the right of Lessor to re-lease the Equipment without effecting a surrender of this Equipment Lease, and further agrees that no act of Lessor in effecting such re-leasing shall constitute a surrender or termination of this Equipment Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by Lessor the right to terminate this Equipment Lease shall vest in Lessor to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) below; Lessee further waives the right to any rental obtained by Lessor in excess

of the Lease Payments and hereby conveys and releases such excess to Lessor as compensation to Lessor for its service in re-leasing the Equipment; and

(b) in an event of default hereunder, Lessor, at its option may terminate this Equipment Lease and re-lease, sell or otherwise dispose of all or any portion of the Equipment; in the event of the termination of this Equipment Lease by Lessor at its option and in the manner hereinafter provided on account of default by Lessor (and notwithstanding the re-leasing, sale or other disposition of the Equipment), Lessee nevertheless agrees to pay to Lessor all proper and reasonable costs and expenses associated with the recovery, repair, storage, re-leasing, sale or other disposition of any Equipment, including reasonable attorney's fees and expenses payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments; any surplus received by Lessor from such re-leasing, sale or other disposition shall be the absolute property of Lessor and Lessee shall have no right thereto, nor shall Lessee be entitled to apply any surplus as a credit in the event of a subsequent deficiency in the rentals or other proceeds received by Lessor from the Equipment; neither notice to pay rent or to deliver up possession of the Equipment given pursuant to law nor any proceeding taken by Lessor shall of itself operate to terminate this Equipment Lease, and shall be or become effective by operation of law, or otherwise, unless and until Lessor shall have given written notice to Lessee of the election on the part of Lessor to terminate this Equipment Lease; Lessee covenants and agrees that no surrender of the Equipment or of the remainder of the Lease Term of this Equipment Lease or any termination of this Equipment Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by Lessor by such written notice.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor given under this Equipment Lease or now or hereafter existing at law or in equity. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under this Equipment Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

#### 18. Prepayment.

(a) Lessee shall be obligated to prepay the unpaid Lease Payments allocable to any portion of the Equipment, in whole or in part, on any Lease Payment due date, from and to the extent of any proceeds of insurance with respect to such item of Equipment, at a prepayment price equal to the amount of the unpaid Lease Payments so prepaid. Lessee and Lessor hereby agree that such insurance proceeds, to the extent remaining after payment of any delinquent Lease Payments and not used to repair or replace the lost, damaged or taken Equipment, shall be credited towards Lessee's obligations under this Section 18(a).

(b) Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event which with notice or lapse of time, or both, could become an Event of Default then exists, Lessee will have the right to prepay the unpaid Lease Payments in whole (but not in part) on any Lease Payment due date set forth in Schedule 2 attached hereto at a prepayment price equal to (i) the Lease Payment due on such Lease Payment due date, plus (ii) the Balance Payment amount set forth opposite such Lease

Payment due date. Upon satisfaction by Lessee of such prepayment conditions, Lessor will transfer any and all of its right, title and interest in all of the Equipment to Lessee as provided under Section 1.

19. Substitution of Equipment. Lessee shall, at any time, with the prior written consent of Lessor (not to be unreasonably withheld or delayed), have the right to substitute or release all or a portion of the Equipment (in such case the substitute Equipment shall mean the former equipment less any portion released pursuant to this Section 19) for other property of a fair rental value such that the fair rental value of the Equipment for each remaining Rental Period after such substitution or release equals or exceeds the Lease Payments and any other amounts payable hereunder for each Rental Period over the remaining term of this Equipment Lease, of a comparable essential nature to Lessee, and having a remaining economic useful life not less than the economic useful life of the portion of Equipment substituted for, but only by providing Lessor with a written certificate describing both the new Equipment and the Equipment for which it is to be substituted, and stating that such portion of Equipment is of a fair rental value such that fair rental value of the Equipment for each remaining Rental Period after such substitution or release equals or exceeds the Lease Payments and any other amounts payable hereunder for each Rental Period over the remaining term of this Equipment Lease, of a comparable essential nature to Lessee, and having a remaining economic useful life not less than the economic useful life of the Equipment for which it is being substituted, and an executed amendment to this Equipment Lease for the new Equipment. All costs and expenses incurred in connection with such substitution including without limitation the cost of acquiring such Equipment, shall be borne by Lessee unless Lessor elects to bear the cost of acquiring the replacement Equipment. In the event of such substitution or release, the Equipment substituted for the original Equipment shall become fully subject to the terms hereof. Notwithstanding any substitution or release of Equipment pursuant to this Section 19, there shall be no reduction in the Lease Payments due from Lessee hereunder and there shall be no reduction in the aggregate fair rental value of the Equipment as a result of such substitution or release.

20. Notices. All notices to be given under this Equipment Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth below or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

If to Lessor, to:

ZOLL Medical Corporation  
269 Mill Road  
Chelmsford, MA 01824-4105  
Attention: Division General Counsel, Resuscitation

If to Lessee, to:

City of Los Angeles  
Kristin Crowley, Fire Chief

Los Angeles Fire Department  
200 N. Main St., 18<sup>th</sup> Floor  
Los Angeles, CA 90012

With a copy to:

Peter Hsiao, Assistant Chief or  
Acting Bureau Commander  
Emergency Medical Services Bureau  
Los Angeles Fire Department  
200 N. Main St., Room 1880  
Los Angeles, CA 90012

21. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Equipment Lease.

22. Governing Law. This Equipment Lease shall be construed in accordance with, and governed by the laws of, the State of California.

23. Delivery of Related Documents. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Equipment Lease.

24. Entire Agreement; Waiver. This Equipment Lease, together with each attachment and schedule attached hereto and each Delivery and Acceptance Certificate, and other documents or instruments executed by Lessee and Lessor in connection herewith, are incorporated herein by reference and made a part hereof. This Equipment Lease constitutes the entire agreement between the parties with respect to the lease of the Equipment, and shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Equipment Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Equipment Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition of this Equipment Lease shall not operate as a waiver of any subsequent breach hereof or thereof.

25. Execution In Counterparts. This Equipment Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

26. Standard Provisions for City Contracts. Certain standard provisions for City contracts are attached hereto as Attachment A and are hereby incorporated by reference into this Equipment Lease, and Lessor and each Assignee agree to be subject to all of such provisions. Anything herein to the contrary notwithstanding, to the extent of any conflict between

Attachment A attached hereto and the other provisions of this Equipment Lease, the other provisions of this Equipment Lease shall be controlling.

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IN WITNESS WHEREOF, the parties have executed this Equipment Lease-Purchase Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

LESSOR:

ZOLL MEDICAL CORPORATION

By: \_\_\_\_\_

Name:

Title:

LESSEE:

CITY OF LOS ANGELES  
LOS ANGELES FIRE DEPARTMENT

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: \_\_\_\_\_

Kristin Crowley, Fire Chief

ATTEST:

HOLLY L. WOLCOTT, CITY CLERK

By: \_\_\_\_\_

Deputy City Clerk

Approved as to Form:

HYDEE FELDSTEIN SOTO, CITY ATTORNEY

By: \_\_\_\_\_,

Sam Petty  
Deputy City Attorney

## ATTACHMENT A CITY'S STANDARD PROVISIONS

Lessor agrees to be subject to the following provisions unless otherwise exempt from any of such provisions or unless any of such provisions are not applicable. References herein to "Contractor" shall mean the "Lessor" (including any Assignee) under the Equipment Lease, and references herein to "Contract" or "contract" shall mean the Equipment Lease unless the context provides otherwise. Anything herein to the contrary notwithstanding, to the extent of any conflict between the provisions of this Attachment A and the other provisions of the Equipment Lease, the other provisions of the Equipment Lease shall be controlling. Lessee's right to terminate the Equipment Lease pursuant to the provisions of this Attachment A may only be exercised on a Lease Payment due date set forth in Schedule 2 attached to the Equipment Lease and Lessee's concurrent prepayment of the unpaid Lease Payments on such Lease Payment due date pursuant to Section 18(b) of the Equipment Lease by paying to Lessor the prepayment price set forth in Section 18(b) of the Equipment Lease.

The parties acknowledge and agree that ZOLL does not intend to use any subcontractors to provide services to the City hereunder; ZOLL uses its own technicians to provide the warranty services. Further, ZOLL also does not consider this Agreement to be a service agreement, as such term is used in the Lessor's local ordinances.

Section 1. Independent Contractor. Contractor is an independent contractor and not an agent or employee of Lessee. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of Lessee.

Section 2. Current Los Angeles City Business Tax Registration Certificate Required. For the duration of the Contract, Contractor shall maintain valid Business Tax Registration Certificate(s) as required by Lessee's Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

Section 3. Indemnification. Except for the active negligence or willful misconduct of Lessee, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor shall defend, indemnify and hold harmless Lessee and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (subject to the provisions set forth in the other paragraphs of this Section 3) and cost of litigation (including all actual litigation costs incurred by Lessee, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, to the extent directly arising in any manner by reason of a defect in the Equipment, or the negligent acts and omissions of Contractor.. The rights and remedies of Lessee provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. This provision will survive expiration or termination of the Contract.

The foregoing indemnification is contingent upon the Lessee providing the Contractor with (i) prompt notice of any indemnifiable loss or claim, (ii) the option to assume the defense of any indemnified claim, and (iii) the right to approve or reject the settlement of any indemnified claim. If the Contractor assumes the defense, the Contractor shall not be liable for attorneys' fees thereafter incurred by the indemnified party. The Contractor shall not settle any claim or action on behalf of Lessee without the Lessee's prior written consent, not to be unreasonably withheld. Notwithstanding anything in this Section 3 or this Equipment Lease to the contrary, Los Angeles City Charter Sections 272 and 273 govern for purposes of the defense or settlement, or both, of claims against the City and take precedence over any language in this Agreement to the contrary.

In no event shall ZOLL be liable to the Lessee for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to such damages for business interruption, lost business, lost profits, or lost savings), even if the Contractor has been advised of their possible existence.

Section 4. Mandatory Provisions Pertaining to Non-Discrimination in Employment. Unless otherwise exempt, the Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in the Los Angeles Administrative Code ("LAAC") Section 10.8 et seq., as amended from time to time.

A. Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and Lessee. In performing the Contract, Contractor shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of the Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of the Contract by reference and will be known as the "Equal Employment Practices" provisions of the Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of the Contract by reference and will be known as the "Affirmative Action Program" provisions of the Contract.

subcontract entered into by Contractor for work to be performed under the Contract must include an identical provision.

Section 5. Child Support Assignment Orders. Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings

Assignment or Notices of Assignment, or the failure of any principal owner(s) of Contractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under the Contract. Failure of Contractor or principal owner to cure the default within 90 days of the notice of default will subject the Contract to termination for breach. Any subcontract entered into by Contractor for work to be performed under the Contract must include an identical provision.

Section 6. Living Wage Ordinance. Contractor shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. Contractor further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by Contractor for work to be performed under the Contract must include an identical provision.

Section 7. Service Contractor Worker Retention Ordinance. Contractor shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by Contractor for work to be performed under the Contract must include an identical provision.

Section 8. Access and Accommodations.

Contractor represents and certifies that:

A. Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq, the Fair Housing Act, and its implementing regulations, and California Government Code 11135;

B. Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. Contractor shall provide reasonable accommodation upon request to ensure equal access to Lessee funded programs, services and activities;

D. Construction, if any, will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under the Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Contractor understands that Lessee is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

Section 9. Contractor Responsibility Ordinance. Contractor shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

Section 10. Business Inclusion Program. Unless otherwise exempted prior to bid submission, Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of the Contract. Contractor shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. Contractor shall perform subcontractor outreach activities through BAVN. Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of Lessee.

Section 11. Slavery Disclosure Ordinance. Contractor shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by Contractor for work to be performed under the Contract must include an identical provision.

Section 12. First Source Hiring Ordinance. Contractor shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by Contractor for work to be performed under the Contract must include an identical provision.

Section 13. Local Business Preference Ordinance. Contractor shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by Contractor for work to be performed under the Contract must include an identical provision.

Section 14. Iran Contracting Act. In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with Lessee for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the “Iran Contracting Act of 2010 Compliance Affidavit.”

Section 15. Restrictions on Campaign Contributions and Fundraising in City Elections. Unless otherwise exempt, if the Contract is valued at \$100,000 or more and requires approval by an elected City office, Contractor, Contractor’s principals, and Contractor’s Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles Lessee to terminate the Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected City officials or candidates for elected City office for twelve months after the Contract is signed. Additionally, a Contractor subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under the Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“City”) officials and candidates for elected City office for twelve months after the City contract is signed. You are required to provide the names and contact information of your principals to the Contractor and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

Section 16. Contractor’s Use of Criminal History for Consideration of Employment Applications. Contractor shall comply with Lessee’s Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by Contractor for work to be performed under the Contract must include an identical provision.

Section 17. Confidentiality. All documents, information and materials provided to Contractor by Lessee or developed by Contractor pursuant to the Contract (collectively “Confidential Information”) are confidential. Contractor shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by Lessee or as required by law. Contractor shall immediately notify Lessee of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of the Contract.

Section 18. COVID-19. Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are

likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

Section 19. Contractor Data Reporting. If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

\*Note: ZOLL is a wholly owned subsidiary of Asahi Kasei, a publicly traded company located in Japan.

Section 20. Limitation of City’s Obligation to Make Payment to Contractor. Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for City to comply with its governing legal requirements, City shall have no obligation to make any payments to Contractor unless City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of the appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for the services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Contract.

**ATTACHMENT B-1**

## ZOLL Limited Product Warranty

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ZOLL Medical Corporation (ZOLL) warrants to the customer that the product(s) purchased from ZOLL or its authorized dealers shall be free from defects in material and workmanship under normal use and maintenance conditions for the period of time set forth in the attached schedule. This warranty begins on the date of shipment from ZOLL's facility. During the applicable warranty period, ZOLL shall, at no cost to customer, either repair or replace (at ZOLL's sole discretion) any part of the product found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship, ZOLL's regular service charges shall apply. This warranty is not transferrable.

The foregoing warranty shall not apply if the defect, failure or other nonconformance of the product is caused by or attributable to: (i) any maintenance, repair or modification of the product by any party other than ZOLL or its authorized representatives, unless such modification is made with the prior written approval of ZOLL; (ii) use of the product with any associated or complementary equipment, accessory or software not supplied by ZOLL; (iii) any accident, negligence, misuse or accidental damage of the product; or (iv) use of the product in contradiction with applicable operating instructions or outside of the product's intended purpose, environment or setting. The foregoing warranty shall not apply to any equipment on which any original serial numbers have been removed or destroyed. The following are not covered under the warranty: (1) items subject to normal wear and burnout during use, including but not limited to, lamps, fuses, batteries, patient cables and accessories, and (2) software included as part of the equipment (including software embodied in read-only memory, known as "firmware").

ZOLL, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by ZOLL at the customer's facility or an authorized ZOLL facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by ZOLL, freight prepaid.

Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced product.

Products cannot be returned without approval from ZOLL's Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. ZOLL reserves the right to charge shipping and restocking fees on returned items. Special, modified, or discontinued items are not subject to return.

Repair or replacement constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL for any breach of any warranty related to the equipment, accessories or electrodes supplied hereunder.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ZOLL IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.



## GLOBAL PRODUCT LIMITED FACTORY WARRANTIES

PRODUCT	EMS		HOSPITAL		MILITARY		PUBLIC SAFETY / ALTERNATE CARE	
	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International
MONITORS/ DEFIBRILLATORS								
X Series®	1 year	1 year	5 years	1 year	5 years	5 years	5 years	N/A
R Series®	1 year	3 years	5 years	3 years	5 years	5 years	5 years	N/A
Propaq®	1 year	1 year	5 years	1 year	5 years	5 years	N/A	N/A
VENTILATORS								
Z Vent®	1 year	1 year	1 year	1 year	N/A	N/A	1 year	N/A
EMV+®	1 year	1 year	1 year	1 year	5 years	5 years	1 year	N/A
330 Multifunction Aspirator	1 year	1 year	N/A	N/A	5 years	5 years	N/A	N/A
MECHANICAL CPR								
AutoPulse®	1 year	1 year	1 year	1 year	1 year	1 year	1 year	N/A
ResQPUMP®	1 year	1 year	N/A	N/A	1 year	1 year	N/A	N/A

PRODUCT	EMS		HOSPITAL		MILITARY		PUBLIC SAFETY / ALTERNATE CARE	
	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International
AEDS								
AED Plus®	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
AED Pro®	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
ZOLL AED 3®	6 years	6 years	6 years	6 years	6 years	6 years	6 years	6 years
Powerheart® G3 Pro	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
Powerheart® G3 Plus	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
Powerheart® G3 Elite	N/A	5 years	N/A	5 years	N/A	5 years	N/A	5 years
Powerheart® G5	6 years	6 years	6 years	6 years	6 years	6 years	6 years	6 years
Mobilize™	N/A	N/A	N/A	N/A	N/A	N/A	1 year	N/A

ADD 2 YEARS ADDITIONAL WARRANTY FROM SHIP DATE WITH AED REGISTRATION

Registering ZOLL AED Plus, Powerheart, and ZOLL AED 3 devices provides two additional years of (not applicable in Japan) warranty.

PRODUCT	EMS		HOSPITAL		MILITARY		PUBLIC SAFETY / ALTERNATE CARE	
	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International
TEMPERATURE MANAGEMENT								
Thermogard XP®	1 year	1 year	1 year	1 year	1 year	1 year	N/A	N/A
SUPERSATURATED OXYGEN THERAPY								
TherOx®	1 year	1 year	1 year	1 year	1 year	1 year	N/A	N/A

## GLOBAL PRODUCT LIMITED FACTORY WARRANTIES

### BATTERIES

MONITORS/ DEFIBRILLATORS	Part Number	Description	Warranty
X Series®	8000-0580-01	Battery, Lithium-Ion, SurePower™ II	1 year
R Series®	8019-0535-01	SurePower™ Rechargeable Lithium-Ion Battery Pack	1 year
Propaq®	8000-0580-01	Battery, Lithium-Ion, SurePower™ II	1 year
VENTILATORS			
Z Vent®	703-0731-01-01	Battery Pack, 6.6 AH, 14.8V, Lithium-Ion, 12- Cell Conditioned	90 days
EMV+®	703-0731-01-01	Battery Pack, 6.6 AH, 14.8V, Lithium-Ion, 12- Cell Conditioned	90 days
MECHANICAL CPR			
AutoPulse®	8700-0752-01	Lithium-Ion Battery	1 year
AEDs			
AED Plus®	8000-0807-01	Type 123 Lithium Batteries	N/A
AED Pro®	8000-0860-01	Non-Rechargeable Lithium Battery Pack	90 days
	8019-0535-01	SurePower™ Rechargeable Lithium-Ion Battery Pack	1 year
ZOLL AED 3®	8000-000696	Lithium Manganese Dioxide Battery Pack	90 days
Powerheart® G3 Pro	9145-301	Intellisense® Lithium Battery	90 days*
Powerheart® G3 Plus	9146-302	Intellisense® Lithium Battery	90 days*
Powerheart® G3 Elite	9146-702	Intellisense® Lithium Battery	90 days*
Powerheart® G5	XBTAED001A	Intellisense® Lithium Battery	90 days*
* Intellisense® Lithium Battery Replacement Program (Four years from date of installation. Conditions Apply - See Policy For Details)			

GLOBAL PRODUCT LIMITED FACTORY WARRANTIES		
CHARGERS		
Part Number	Description	Warranty
8200-00010-01	SurePower™ Single Bay Charger	1 year
8050-0030-01	SurePower™ Charger Station	1 year
8300-0500-01	SurePower™ Charger Station w/Charger Adaptors	1 year
8700-0753-01	AutoPulse® Battery Charger, U.S., Multi-Chemistry	1 year
8911-000290-01	Mobilize™ Refill, Item PC, Tablet Charger	90 days

GLOBAL PRODUCT LIMITED FACTORY WARRANTIES			
ACCESSORIES			
Product	Part Number	Description	Warranty
X Series® R Series® Propaq®		SPO2 Cables and Sensors	9 months
X Series®	8400-0341	Masimo rainbow® EMS RC-4 Patient Cable	2 years
R Series®	8000-0312 8000-0367	Mainstream - CAPNO 5 CO2 Sensor and Cable Sidestream - CAPNO 5 LoFlo CO2 Module	limited lifetime warranty* *Original purchaser only
Thermogard XP® Catheters Start Up kits Guidewires		6 months	
TherOx® SSO <sub>2</sub> Catheters and Cartridges		Warranty is valid through the shelf life date stated on the packaging.	
Electrodes		90 days	
Other Cables		90 days	

**Attachment B-2****EXTENDED WARRANTY****(Worry Free Warranty)****WORRY-FREE SERVICE PLAN**

The following repair services are included under the Worry-Free Service Plan (“Worry-Free”). Should Equipment be deemed unrepairable, based on Lessor’s generally accepted technical support practices, replacement of such Equipment shall be the responsibility of Lessee.

1. Field Preventive Maintenance at Lessee’s facility at least annually, including:
  - Provide documentation for regulatory agencies
  - Manage and track Lessee’s Preventive Maintenance (“PM”) schedule
  - Test all device parameters
  - Identify and/or troubleshoot potential issues and make recommendations
  - Troubleshoot device(s) and/or accessories under contract
  - Inspect battery chargers and review battery management as required
2. Telephone Support 24/7
3. General software updates
4. Free loaner equipment as determined by Lessor
5. Technical support for Equipment as described on the ZOLL website (<https://www.zoll.com/contact/technical-support>)
6. Waiver of shipping and handling fees
7. Waiver of Minimum Service Fee
8. Repair or replacement of parts within the charger that are subject to normal wear and burnout during normal use, including but not limited to, lamps, fuses, batteries, patient cables and accessories.
9. Repair or replacement, at Lessor’s sole option, at no charge to the Lessee, of the charger if it is affecting the integrity of the device.
10. SurePower chargers (parts and labor covered for normal wear and tear as determined by Lessor)
11. ECG 12-lead cable replacement upon failure, excluding physical damage, with one replacement per unit per year.
12. On-site device deployment when repaired unit is returned
13. Lithium-ion SurePower II Battery replacement (upon end of life), subject to the following:
  - Batteries must be maintained per Lessor’s recommended maintenance program
  - Batteries are replaced upon failure, one for one, throughout the term of the Schedule, should the SurePower battery or SurePower Charger display a fault.
  - Batteries must be evaluated, and the failure confirmed by Lessor Technical Support and/or an on-site field service technician.
  - Up to three batteries per device will be covered for batteries acquired from Lessor in the last 24 months. (When service plan purchased post-sale.)
  - For batteries acquired from Lessor over twenty-four (24) months prior, one battery per device will be covered.
14. Accidental damage coverage. Includes one device outer housing replacement per year per device. Catastrophic damage beyond repair will not be covered. Lessor’s regular service charges shall apply if device is in need of a second outer housing replacement within twelve (12) months of previous outer housing replacement, providing device is still under this Worry-Free plan.

**ON-SITE SUPPORT OPTION**

15. On-site Support, including evaluation and packing of device for return to Lessor's service depot
  - On-site Support – 48–72-hour response. Includes authorized on-site device repairs for all capital equipment included in Exhibit A, evaluation, packing of device for return to Lessor's service depot.
  - In the event of a reported device malfunction, the device should be made available to the Lessor's Field Service Engineer ("FSE") during the scheduled visit at one of the two centrally located stations.
  - A primary and back-up contact must be provided to the FSE for all communication.
  - Routine service inspections will be conducted on Lessee's site during normal working hours (8.30am – 5.30pm EST, Monday – Friday).
  - Outside of normal business hours, arrangements are available by request only. Lessor reserves the right to charge additional fees for such services, to be agreed between Lessor and Lessee.
16. The postponement of a routine service inspection shall not diminish Lessee's responsibility for the continued proper use and upkeep of the equipment, in accordance with the applicable user manuals.
17. ECG 12-lead cable replacement upon failure, excluding physical damage, one replacement per unit per year

## SCHEDULE 1

## EQUIPMENT

Lease Number: \_\_\_\_\_

Part Number	Description	Qty
601-2231112-01	<p><b>X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View</b></p> <p>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in ( 16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 &amp; SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	253
8000-001128	<b>Accuvent Flow Tube (Box of 10)</b>	253
8000-0895	<b>Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs</b>	253
8000-0341	<b>rainbow® SpO2/SpCO/SpMet Reusable Patient Cable: Connects to Single Use Sensors (4 ft)</b>	253
8000-000371	<b>rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)</b>	253

8000-0580-01	<b>Six Hour Rechargeable, SurePower II Smart Battery</b>	506
8300-0500-01	<b>SurePower 4 Bay Charging System including 4 Battery Charging adapters</b>	112
8000-000876-01	<b>Paper, Thermal, w/Grid, BPA Free (Box of 6)</b>	253
8000-000393-01	<b>X Series Carry Case, Premium</b>	253
8900-0400	<b>CPR Electrodes - CPR Stat Padz - Case</b> Case of CPR Stat Padz	253
8900-0810-01	<b>Pedi-padz II Pediatric Multi-Function Electrodes</b> Designed for use with the AED Plus. The AED recognizes when pedi?padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	750
8200-000100-01	<b>Single Bay Charger for the SurePower and SurePower II batteries</b>	115



**ZOLL Medical Corporation**

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

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

City of Los Angeles  
Quote No: Q-68480 Version: 1

**SCHEDULE 2**

**LEASE PAYMENT SCHEDULE**

Lease Commencement Date: July 1, 2024

First Lease Payment Due: September 1, 2024

Lease Term: See section 1

Lease Scheduled Termination Date: June 30, 2030

Aggregate Lease Payments: \$ 9,435,094.54 (see Schedule below)

Payment Terms: See schedule.

Balance Payment as of Commencement Date (i.e., amount financed): \$ 9,435,094.54

**SCHEDULE**

<u>Lease Payment Number</u>	<u>Lease Payment Date</u>	<u>Lease Payment Amount</u>	<u>Balance Payment<sup>1</sup></u>
1	9/1/2024	\$1,347,870.65	\$8,087,223.90
2	9/1/2025	\$1,347,870.65	\$6,739,353.25
3	9/1/2026	\$1,347,870.65	\$5,391,482.60
4	9/1/2027	\$1,347,870.65	\$4,043,611.95
5	9/1/2028	\$1,347,870.65	\$2,695,741.30
6	9/1/2029	\$1,347,870.65	<u>\$1,347,870.65</u>
<u>7</u>	<u>9/1/2030</u>	<u>\$1,347,870.65</u>	<u>0.00</u>
Total		\$9,435,094.55	

*Please see the attached quote on the following page, which was utilized among other things to determine the lease payment amounts.*

<sup>1</sup> Represents the Balance Payment following the payment of the Lease Payment Amount on the indicated Lease Payment Date.





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Quote No: Q-68480 Version: 2

City of Los Angeles  
200 N Main St Ste 1800  
Los Angeles, CA 90012

Quote No: Q-68480  
Version: 2

ZOLL Customer No: 5614

Doug Zabilski  
213-473-7717  
douglas.zabilski@lacity.org

FOB: Shipping Point  
Freight: Free Freight

Prepared by: Duane Anderson  
EMS Territory Manager  
duane.anderson@zoll.com  
+1 6266640471

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	1326270	601-2231112-01	<p><b>X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View</b></p> <p>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in ( 16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 &amp; SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	253	\$52,644.00	\$31,514.00	\$7,973,042.00



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City of Los Angeles  
 Quote No: Q-68480 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
2	1326270	8000-001128	<b>Accuvent Flow Tube (Box of 10)</b>	253	\$762.00	\$437.50	\$110,687.50
3	1145100	8000-0895	<b>Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs</b>	253	\$186.00	\$110.25	\$27,893.25
4	1145100	8000-0580-01	<b>Six Hour Rechargeable, SurePower II Smart Battery</b>	506	\$957.00	\$346.50	\$175,329.00
5	1326270	8300-0500-01	<b>SurePower 4 Bay Charging System including 4 Battery Charging adapters</b>	112	\$3,304.00	\$1,808.00	\$202,496.00
6	1326270	8000-000876-01	<b>Paper, Thermal, w/Grid, BPA Free (Box of 6)</b>	253	\$30.00	\$16.80	\$4,250.40
7	1326270	8000-000393-01	<b>X Series Carry Case, Premium</b>	253	\$424.00	\$350.00	\$88,550.00
8		8400-110045	<b>CaseReview Premium Subscription, X Series, 5 Year- Hosted</b>  Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	253	\$2,430.00	\$2,054.85	\$519,877.05
9		8400-110041	<b>CaseReview Premium Subscription, X Series, 1 Year- Hosted</b>  Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	506	\$604.00	\$452.00	\$228,712.00
10		7800-0414-61	<b>LP 15 12-Lead Version 4 Trade In Allowance</b>  See Trade Unit Considerations.	228		(\$11,500.00)	(\$2,622,000.00)
11		7800-0414-61	<b>LP 15 12-Lead Version 4 Trade In Allowance</b>  See Trade Unit Considerations.	25		(\$15,000.00)	(\$375,000.00)
12		8778-890066-WF	<b>Worry-Free Service Plan, 6 Years, On-Site, Point Of Sale</b>	253	\$11,136.00	\$7,592.00	\$1,920,776.00
13		8900-0400	<b>CPR Electrodes - CPR Stat Padz - Case</b>  Case of CPR Stat Padz	253	\$716.00	\$394.00	\$99,682.00
14		8900-0810-01	<b>Pedi-padz II Pediatric Multi-Function Electrodes</b>  Designed for use with the AED Plus. The AED recognizes when pedi?padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	750	\$117.00	\$30.50	\$22,875.00
15		8200-000100-01	<b>Single Bay Charger for the SurePower and SurePower II batteries</b>	115	\$1,209.00	\$694.57	\$79,875.55



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Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
16		8000-0341	rainbow® SpO2/SpCO/SpMet Reusable Patient Cable: Connects to Single Use Sensors (4 ft)	253	\$313.00	\$171.50	\$43,389.50
17		8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	253	\$1,076.00	\$346.50	\$87,664.50

Subtotal: \$8,588,099.75

Estimated Tax: \$846,994.79

**Total: \$9,435,094.54**

Contract Reference	Description
1145100	Reflects CMAS Contract No. 7-21-11-1003 pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in the California Multiple Award Schedule (CMAS) Contract No 4-21-11-1003 shall apply to the customer's purchase of the products set forth on this quote.
1326270	Notwithstanding anything to the contrary herein, the terms and conditions set forth in BID CITY OF LOS ANGELES ARC 40 230000000044 shall apply to the customer's purchase of the products set forth on this quote.

**Trade Unit Considerations**

Trade-In values valid through June 30, 2024 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.