



BENTON COUNTY FIRE PROTECTION DISTRICT NO. 4 REGULAR BOARD AGENDA

October 20, 2022
2604 Bombing Range Rd West Richland WA 99353

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ADDITION TO THE AGENDA

THOSE PRESENT:

FINANCIAL REVIEW

CONSENT AGENDA:

(All matters listed within the Consent Agenda have been distributed to each member of the Board of Commission for reading and study, are considered to be routine, and will be considered or enacted by one motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.)

- Public Comments
- Approval of the Agenda dated 10/20/2022
- Approval of Regular Meeting Minutes dated 10/06/2022
- Approval and pay:
- Expenditures:

| | |
|-------------------------|------------------|
| 522 Fire Control | 92,192.72 |
| 589 Payroll Clearing | 7,003.09 |
| <u>001 General Fund</u> | <u>99,195.81</u> |

| | |
|------------------------------|---------------|
| 594 Capital Expenditures | 792.00 |
| <u>401 Construction Fund</u> | <u>792.00</u> |

- EFT

| | |
|-------------------------|-------------------|
| 522 Fire Control | 140,105.76 |
| <u>001 General Fund</u> | <u>140,105.76</u> |

- Key Bank and DRS

| | |
|-------------------------|------------------|
| 522 Fire Control | 16,417.06 |
| 589 Payroll Clearing | 59,719.54 |
| <u>001 General Fund</u> | <u>76,136.60</u> |

Grand Total \$316,230.17

2023 DRAFT BUDGET

RESOLUTIONS/MOTIONS Public comments are limited to three (3) minute per speaker per topic. The board allows public comments orally or via written testimony prior to the meeting.

- Approval of Commissioner Brink's compensation of \$971.76
- Approval of EMAC agreement
- Approval of Zoll One Program

DISTRICT REPORTS

- Union Report
- Volunteer Report
- Logistics Report
- City Liaison Report
- Commissioner's Report
- Fire Chief's Report
- District Secretary's Report

OPEN FORUM DISCUSSION

IMPORTANT DATES

- October 26 – Snure Seminar at 1830 hrs. zoom or Davenport Hotel
- October 27-29 – Annual WFCA Conference, Spokane
- November 5 – Veteran's Day Parade

CORRESPONDENCE

OPERATION PROGRAM UPDATES

UNFINISHED BUSINESS

NEW BUSINESS

AGENDA ITEMS FOR NEXT MEETING

- Approval of 2023 Proposed Budget
- Approval of 2023 Revenue Sources

EXECUTIVE SESSION

ADJOURNMENT:

Attested:

 10/20/2022
SLITA BRADLEY, DISTRICT SECRETARY

 10/20/2022
MICHAEL VAN BEEK, COMMISSIONER

 10/20/2022
GARRETT GOODWIN, COMMISSIONER

 10/20/22
FRED BRINK, COMMISSIONER



BENTON COUNTY FIRE PROTECTION DISTRICT NO. 4 REGULAR BOARD MEETING MINUTES

October 6, 2022

2604 Bombing Range Rd West Richland WA 99353

CALL MEETING TO ORDER

Commissioner called the meeting to order at 1800 hrs.

PLEDGE OF ALLEGIANCE

- Bradley led the pledge of allegiance.

ADDITION TO THE AGENDA

- No additions.

THOSE PRESENT:

Commissioner Michael Van Beek
Commissioner Garrett Goodwin
Commissioner Fred Brink (via phone)
Fire Chief Paul Carlyle
District Secretary Slita Bradley
FF Garrett Premel
FF Kevon Gaidos

Captain Ray Newton
FF Manny Estrella
FF Cody Flowers
FF Owen Miller
Captain Tom Harper
FF Alyssa Thomas

FINANCIAL REVIEW

- Reviewed with no questions.

CONSENT AGENDA:

(All matters listed within the Consent Agenda have been distributed to each member of the Board of Commission for reading and study, are considered to be routine, and will be considered or enacted by one motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.)

- Public Comments
- Approval of the Agenda dated 10/06/2022
- Approval of Regular Meeting Minutes dated 09/15/2022
- Approval and pay:
- Expenditures:

| | |
|-------------------------|------------------|
| 522 Fire Control | 79,089.21 |
| 589 Payroll Clearing | 430.07 |
| <u>001 General Fund</u> | <u>79,519.28</u> |

| | |
|---------------------|-----------------|
| 522 Fire Control | 5,472.43 |
| <u>110 EMS Fund</u> | <u>5,472.43</u> |

| | |
|------------------------------|-----------------|
| 594 Capital Expenditures | 6,162.76 |
| <u>401 Construction Fund</u> | <u>6,162.76</u> |

Total \$91,154.47

Commissioner Brink made a motion to approve the consent agenda, seconded by Commissioner Van Beek and the motion carried.

RESOLUTIONS/MOTIONS Public comments are limited to three (3) minute per speaker per topic. The board allows public comments orally or via written testimony prior to the meeting.

- Approval of the EMSI Contract with GCACH
 - Chief Carlyle reported that Captain Borschowa is the lead on this program. Finance Manager Bradley identified that the reimbursement was not federal fund. The program will allow the district to study the high utilization patients with some reimbursement from the state. Captain Borschowa and Finance Manager Bradley recommend the district moving forward with this program.
 - Commissioner Van Beek asked if we had run this through our attorney. Chief reported that we did.

Commissioner Brink made a motion to approve the EMSI Contract, seconded by Commissioner Goodwin. Commissioner Van Beek recused himself from voting because he is on the board with Greater Health Now (aka GCACH) and the motion carried.

- Approval of purchasing a breathing support trailer
 - Captain Newton reported that the 1985 breathing support is not functioning properly. The apparatus committee determined that the district needed a trailer instead of a stand-alone unit which can only fill 6 bottles. Captain Newton suggested that the district purchase equipment and have General Fire install them for us.

Commissioner Brink made a motion to approve the breathing support project up to \$111,299.19, seconded by Commissioner Van Beek and motion carried.

DISTRICT REPORTS

- Union Report
 - Captain Harper reported that the meeting with the chief and the contract negotiation went well.
- Volunteer Report
 - 8 personnel in the academy and things are going well.
- Logistics Report
 - No report.
- City Liaison Report
 - No report.
- Commissioner's Report
 - Commissioner Brink continues to negotiate with Local 1052. The next meeting is scheduled on 10/21.
- Fire Chief's Report
 - Commissioner Brink is available on the 11th to meet with the DNR representative to discuss station 410 purchase.
 - FF Estrella applied for a fire prevention grant, and we will be heading to Lowe's in Kennewick and Pasco tomorrow to pick up the smoke detector donations.
 - He attended several negotiation meetings.
 - He attended executive meeting to discuss ongoing projects.
 - He attended the BCES board meeting. They have a new director. They went over their next year budget which could potentially lead to increase in dispatching fees for the district.
- District Secretary's Report
 - Finance Manager Bradley reported that she was elected to be the regional representative with the Washington Fire Chiefs Administrative Support for another two years. The board congratulated her.

OPEN FORUM DISCUSSION

- No discussions.

IMPORTANT DATES

- October 26 – Snure Seminar at 1830 hrs. zoom or Davenport Hotel
- October 27-29 – Annual WFCA Conference, Spokane
- November 5 – Veteran’s Day Parade

CORRESPONDENCE

- No correspondence.

OPERATION PROGRAM UPDATES

- COVID – no personnel out at this time.
- Another DNR representative working on station 410 land appraisal.
- Station 420 garage door parts showed up. They should get that finished up soon.
- There was a citizen complaint on the weed overgrown between the district’s property and their property. The overgrown is on the district’s property and we took care of it.
- He will get the draft budget out to the board on Friday.

UNFINISHED BUSINESS

- 2023 Draft Budget
 - Chief is waiting on the numbers from BCES and the County’s preliminary numbers. Chief will send out.

NEW BUSINESS

- No new business

AGENDA ITEMS FOR NEXT MEETING

- 2023 Draft budget

EXECUTIVE SESSION

- At 1823 hrs., the board called an executive session for 10 minutes per RCW 42.30.140 4(a). Commissioner Van Beek was excused from this session due to potential conflict of interest. At 1833 hrs., the meeting was resumed to a normal session with no actions to follow.

ADJOURNMENT:

The meeting was adjourned at 1833 hrs.

Attested:

 10/20/2022
SLITA BRADLEY, DISTRICT SECRETARY

 10/20/2022
MICHAEL VAN BEEK, COMMISSIONER

 10/20/2022
GARRETT GOODWIN, COMMISSIONER

 10/20/22
FRED BRINK, COMMISSIONER

WARRANT/CHECK REGISTER

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 15:22:49 Date: 10/19/2022

10/28/2022 To: 10/28/2022

Page: 1

| Trans | Date | Type | Acct # | War # | Claimant | Amount | Memo |
|-------|------------|---------|--------|---------|--|-----------|--|
| 1333 | 10/28/2022 | Payroll | 1 | 1039276 | ABIGAIL E KNOX | 124.67 | Sep pay FLSA 08/22-09/18 |
| 1358 | 10/28/2022 | Payroll | 1 | 1039279 | AFLAC | 53.79 | Pay Cycle(s) 10/28/2022 To 10/28/2022 - AFLAC |
| 1359 | 10/28/2022 | Claims | 1 | 1039280 | AMAZON | 247.32 | STAND UP DESK CONVERTER/MAT |
| 1360 | 10/28/2022 | Payroll | 1 | 1039281 | BENTON COUNTY 4 BENEVOLENT FUND | 33.00 | Pay Cycle(s) 10/28/2022 To 10/28/2022 - Benevolent Fund |
| 1361 | 10/28/2022 | Claims | 1 | 1039282 | BENTON RURAL ELECTRIC | 1,938.13 | ELECTRICITY |
| 1362 | 10/28/2022 | Claims | 1 | 1039283 | BPAS | 5,500.00 | HRA BENEFITS |
| 1363 | 10/28/2022 | Claims | 1 | 1039284 | CHARTER COMMUNICATIONS | 469.93 | STA 410 & 420 INTERNET |
| 1364 | 10/28/2022 | Claims | 1 | 1039285 | CI SHRED | 32.94 | SHRED SERVICE |
| 1365 | 10/28/2022 | Claims | 1 | 1039286 | CITY OF RICHLAND | 6,848.42 | DISPATCH SERVICE |
| 1366 | 10/28/2022 | Claims | 1 | 1039287 | CITY OF WEST RICHLAND | 1,500.00 | WATER/SEWER - STA430 IRR & STA420 |
| 1367 | 10/28/2022 | Claims | 1 | 1039288 | COLUMBIA BASIN COLLEGE | 76.20 | EMT FALL21 ANDREWS; EMT WINTER22 GAIDOS |
| 1368 | 10/28/2022 | Claims | 1 | 1039289 | CORWIN FORD | 2,524.64 | REPAIRS APP40 |
| 1369 | 10/28/2022 | Payroll | 1 | 1039290 | DIMARTINO | 1,316.20 | Pay Cycle(s) 10/28/2022 To 10/28/2022 - LT Disab- Life |
| 1370 | 10/28/2022 | Claims | 1 | 1039291 | FIRE 4 ADVANCED TRAVEL | 187.00 | PER DIEM - ICS400 ESTRELLA |
| 1371 | 10/28/2022 | Claims | 1 | 1039292 | FIRE 4 CHECKING ACCOUNT | 33.00 | TOLL FEE TO WFCA SEMINAR - BRINK |
| 1372 | 10/28/2022 | Claims | 1 | 1039293 | GENERAL FIRE APPARATUS | 1,391.36 | CLASS A FOAM (8) |
| 1373 | 10/28/2022 | Claims | 1 | 1039294 | HUGHES FIRE EQUIPMENT INC. | 9,413.57 | PUMP TEST APP 15, 16, 34, 39, 47, 48; NFPA/DOT INSPECTION APP 39 & 47; SERVICE APP 39 & 47 |
| 1374 | 10/28/2022 | Payroll | 1 | 1039295 | IAFF LOCAL 1052 | 2,831.40 | Pay Cycle(s) 10/28/2022 To 10/28/2022 - Union Dues |
| 1375 | 10/28/2022 | Claims | 1 | 1039296 | ISOUTSORCE | 6,357.01 | MONITORING & MGMT SERVICES; BLOCK SUPPORT |
| 1376 | 10/28/2022 | Claims | 1 | 1039297 | LN CURTIS & SONS | 150.23 | HELMET |
| 1377 | 10/28/2022 | Claims | 1 | 1039298 | NEWEGG | 184.73 | KEYBOARDS & MOUSE (5) |
| 1378 | 10/28/2022 | Claims | 1 | 1039299 | O'REILLY AUTO PARTS | 128.87 | AIR FILTERS (2) |
| 1379 | 10/28/2022 | Claims | 1 | 1039300 | ON SCENE MEDICAL | 7,311.00 | PHYSICALS (8) |
| 1380 | 10/28/2022 | Claims | 1 | 1039301 | OXARC | 166.22 | O2/CYLINDER RENTAL |
| 1381 | 10/28/2022 | Claims | 1 | 1039302 | PACIFIC OFFICE AUTOMATION | 43.52 | COPIER USAGE |
| 1382 | 10/28/2022 | Claims | 1 | 1039303 | PERFORMANCE SYSTEMS INTEGRATION | 900.16 | ANNUAL FIRE EXTINGUISHER INSPEC/TESTING |
| 1383 | 10/28/2022 | Claims | 1 | 1039304 | SEA WESTERN | 445.24 | BOOTS |
| 1384 | 10/28/2022 | Claims | 1 | 1039305 | SNURE LAW OFFICE | 893.75 | LEGAL SERVICES |
| 1385 | 10/28/2022 | Payroll | 1 | 1039306 | TRUSTEED PLANS SERVICE CORPORATION | 30,827.35 | Pay Cycle(s) 10/28/2022 To 10/28/2022 - Medical Insurance; Pay Cycle(s) 10/28/2022 To 10/28/2022 - Dental Insurance |
| 1386 | 10/28/2022 | Claims | 1 | 1039307 | US BANK | 9,692.55 | VISA-BENITZ; VISA-BORSCHOWA; VISA-BRADLEY; VISA-CARAWAY; VISA-HARPER; VISA-LONGIE; VISA-NEWTON; VISA-PUITZ |
| 1387 | 10/28/2022 | Claims | 1 | 1039308 | VITAL RECORDS CONTROL | 211.95 | STORAGE MONTHLY FEE |
| 1388 | 10/28/2022 | Claims | 1 | 1039309 | VOYAGER | 3,369.52 | FUEL |
| 1389 | 10/28/2022 | Claims | 1 | 1039310 | WESTERN STATE EQUIPMENT PASCO | 734.81 | GENERATOR WORK |
| 1390 | 10/28/2022 | Payroll | 1 | 1039311 | C/O BENEFIT SOLUTIONS INC WSCFF MEDICAL EXPENSE REIMBURSEMEN | 2,940.00 | Pay Cycle(s) 10/28/2022 To 10/28/2022 - MERP |
| 1391 | 10/28/2022 | Claims | 1 | 1039312 | YOKE'S FOODS | 69.85 | ICE, REFRESHMENTS |

WARRANT/CHECK REGISTER

BENTON COUNTY FIRE PROTECTION DISTRICT #4


Time: 15:22:49 Date: 10/19/2022

10/28/2022 To: 10/28/2022

Page: 2

| Trans | Date | Type | Acct # | War # | Claimant | Amount | Memo |
|-------|------------|--------|--------------------------|---------|------------------------|--------------------|------------------------------|
| 1392 | 10/28/2022 | Claims | 1 | 1039313 | ZIPLY FIBER | 247.48 | DEDICATED PHONE LINES |
| 1306 | 10/28/2022 | Claims | 401 | 5701 | DESIGN WEST ARCHITECTS | 792.00 | FINAL 3% - ARCHITECTURAL SRV |
| | | | 522 Fire Control | | | 92,192.72 | |
| | | | 589 Payroll Clearing | | | 7,003.09 | |
| | | | 001 General Fund | | | 99,195.81 | |
| | | | 594 Capital Expenditures | | | 792.00 | |
| | | | 401 Construction Fund | | | 792.00 | |
| | | | | | | Claims: | 61,861.40 |
| | | | | | | 99,987.81 Payroll: | 38,126.41 |

We, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against Benton County Fire District #4, and that we are authorized to authenticate and certify to said claim.

Admin Staff _____ Secretary 

Commissioners , , 

Approval Date 10/20/2022

| TransDate | TransCheckAmount | vName |
|------------|----------------------|------------------------|
| 10/28/2022 | \$ 5,284.96 | AMMANN, JOSHUA |
| 10/28/2022 | \$ 4,647.11 | ANDREWS, BRADLEY E |
| 10/28/2022 | \$ 623.36 | BEARS, CORAL L |
| 10/28/2022 | \$ 8,450.02 | BENITZ, BONNIE M |
| 10/28/2022 | \$ 2,125.21 | BOOTH, CHERYL A |
| 10/28/2022 | \$ 7,629.20 | BORSCHOWA, MATTHEW J |
| 10/28/2022 | \$ 10,257.09 | BRADLEY, SLITA T |
| 10/28/2022 | \$ 881.02 | CARAWAY, ED R |
| 10/28/2022 | \$ 7,365.19 | CARLYLE, PAUL E |
| 10/28/2022 | \$ 99.73 | DAVIS, KAREN M |
| 10/28/2022 | \$ 3,727.41 | DERITIS, AMANDA K |
| 10/28/2022 | \$ 113.36 | ELMORE, MONTE R |
| 10/28/2022 | \$ 5,155.31 | ESTRELLA, MANUEL I |
| 10/28/2022 | \$ 3,446.67 | FLOWERS, CODY R |
| 10/28/2022 | \$ 5,154.90 | GAIDOS, KEVIN G |
| 10/28/2022 | \$ 831.15 | GIBSON, JARON D |
| 10/28/2022 | \$ 431.34 | GOODWIN, GARRETT S |
| 10/28/2022 | \$ 113.36 | GREEN, REX J |
| 10/28/2022 | \$ 609.51 | HALL, DAWSEN O |
| 10/28/2022 | \$ 138.52 | HAMBY, EVELYN J |
| 10/28/2022 | \$ 6,593.05 | HARPER, THOMAS R |
| 10/28/2022 | \$ 3,855.28 | HART, KYLE C |
| 10/28/2022 | \$ 914.26 | HEINKEL, TREVOR B |
| 10/28/2022 | \$ 27.70 | JEROME, DEBRA A |
| 10/28/2022 | \$ 132.98 | JOHNSTON, NATANIA M |
| 10/28/2022 | \$ 6,294.95 | LONGIE, JAMES A |
| 10/28/2022 | \$ 5,554.76 | MELOY, AARON J |
| 10/28/2022 | \$ 692.62 | MILLER, OWEN J |
| 10/28/2022 | \$ 6,185.72 | NEWTON, RAYMOND J |
| 10/28/2022 | \$ 83.11 | OLSON, HAYDEN C |
| 10/28/2022 | \$ 5,259.15 | PREMEL, GARRETT M |
| 10/28/2022 | \$ 7,353.49 | PUTZ, ALLEN L |
| 10/28/2022 | \$ 68.50 | RICHE, KYLE M |
| 10/28/2022 | \$ 5,859.78 | SHANNON, ROBERT C |
| 10/28/2022 | \$ 44.32 | SMITH, CAROLINE |
| 10/28/2022 | \$ 678.77 | SOUTHAM, KALEB R |
| 10/28/2022 | \$ 581.80 | STEVENSON, KALEB A |
| 10/28/2022 | \$ 59.10 | STEWART, KYLIE A |
| 10/28/2022 | \$ 872.71 | THOMAS, ALYSSA M |
| 10/28/2022 | \$ - | TUCKER ATHERLY, GARY R |
| 10/28/2022 | \$ 235.30 | VAN BEEK, MICHAEL A |
| 10/28/2022 | \$ 96.97 | VIGGIANO, DOMINIC P |
| 10/28/2022 | \$ 6,686.41 | VINING, ANTHONY G |
| 10/28/2022 | \$ 332.46 | VOSS, SHERRY A |
| 10/28/2022 | \$ 3,909.55 | WAKEMAN, BRIAN P |
| 10/28/2022 | \$ 5,448.96 | WALTON, JACOB M |
| 10/28/2022 | \$ 5,199.64 | WINTERS, CODY |
| | \$ 140,105.76 | |

| | | |
|------------|------------------|--------------------|
| 10/28/2022 | \$ 971.16 | BRINK, FREDERICK T |
|------------|------------------|--------------------|

WARRANT/CHECK REGISTER

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 15:23:02 Date: 10/19/2022

10/28/2022 To: 10/28/2022

Page: 1

| Trans | Date | Type | Acct # | War # | Claimant | Amount | Memo |
|-------|------------|---------|--------|-------|-----------------------|-----------|--------------------------|
| 1307 | 10/28/2022 | Payroll | 1 | EFT | JOSHUA AMMANN | 5,284.96 | Sep pay FLSA 08/22-09/18 |
| 1308 | 10/28/2022 | Payroll | 1 | EFT | BRADLEY E ANDREWS | 4,647.11 | Sep pay FLSA 08/22-09/18 |
| 1309 | 10/28/2022 | Payroll | 1 | EFT | CORAL L BEARS | 623.36 | Sep pay FLSA 08/22-09/18 |
| 1310 | 10/28/2022 | Payroll | 1 | EFT | BONNIE M BENITZ | 8,450.02 | Sep pay FLSA 08/22-09/18 |
| 1311 | 10/28/2022 | Payroll | 1 | EFT | CHERYL A BOOTH | 2,125.21 | Sep pay FLSA 08/22-09/18 |
| 1312 | 10/28/2022 | Payroll | 1 | EFT | MATTHEW J BORSCHOWA | 7,629.20 | Sep pay FLSA 08/22-09/18 |
| 1313 | 10/28/2022 | Payroll | 1 | EFT | SLITA T BRADLEY | 10,257.09 | Sep pay FLSA 08/22-09/18 |
| 1314 | 10/28/2022 | Payroll | 1 | EFT | FREDERICK T BRINK | 971.16 | Sep pay FLSA 08/22-09/18 |
| 1315 | 10/28/2022 | Payroll | 1 | EFT | ED R CARAWAY | 881.02 | Sep pay FLSA 08/22-09/18 |
| 1316 | 10/28/2022 | Payroll | 1 | EFT | PAUL E CARLYLE | 7,365.19 | Sep pay FLSA 08/22-09/18 |
| 1317 | 10/28/2022 | Payroll | 1 | EFT | KAREN M DAVIS | 99.73 | Sep pay FLSA 08/22-09/18 |
| 1318 | 10/28/2022 | Payroll | 1 | EFT | AMANDA K DERITIS | 3,727.41 | Sep pay FLSA 08/22-09/18 |
| 1319 | 10/28/2022 | Payroll | 1 | EFT | MONTE R ELMORE | 113.36 | Sep pay FLSA 08/22-09/18 |
| 1320 | 10/28/2022 | Payroll | 1 | EFT | MANUEL I ESTRELLA | 5,155.31 | Sep pay FLSA 08/22-09/18 |
| 1321 | 10/28/2022 | Payroll | 1 | EFT | CODY R FLOWERS | 3,446.67 | Sep pay FLSA 08/22-09/18 |
| 1322 | 10/28/2022 | Payroll | 1 | EFT | KEVIN G GAIDOS | 5,154.90 | Sep pay FLSA 08/22-09/18 |
| 1323 | 10/28/2022 | Payroll | 1 | EFT | JARON D GIBSON | 831.15 | Sep pay FLSA 08/22-09/18 |
| 1324 | 10/28/2022 | Payroll | 1 | EFT | GARRETT S GOODWIN | 431.34 | Sep pay FLSA 08/22-09/18 |
| 1325 | 10/28/2022 | Payroll | 1 | EFT | REX J GREEN | 113.36 | Sep pay FLSA 08/22-09/18 |
| 1326 | 10/28/2022 | Payroll | 1 | EFT | DAWSEN O HALL | 609.51 | Sep pay FLSA 08/22-09/18 |
| 1327 | 10/28/2022 | Payroll | 1 | EFT | EVELYN J HAMBY | 138.52 | Sep pay FLSA 08/22-09/18 |
| 1328 | 10/28/2022 | Payroll | 1 | EFT | THOMAS R HARPER | 6,593.05 | Sep pay FLSA 08/22-09/18 |
| 1329 | 10/28/2022 | Payroll | 1 | EFT | KYLE C HART | 3,855.28 | Sep pay FLSA 08/22-09/18 |
| 1330 | 10/28/2022 | Payroll | 1 | EFT | TREVOR B HEINKEL | 914.26 | Sep pay FLSA 08/22-09/18 |
| 1331 | 10/28/2022 | Payroll | 1 | EFT | DEBRA A JEROME | 27.70 | Sep pay FLSA 08/22-09/18 |
| 1332 | 10/28/2022 | Payroll | 1 | EFT | NATANIA M JOHNSTON | 132.98 | Sep pay FLSA 08/22-09/18 |
| 1334 | 10/28/2022 | Payroll | 1 | EFT | JAMES A LONGIE | 6,294.95 | Sep pay FLSA 08/22-09/18 |
| 1335 | 10/28/2022 | Payroll | 1 | EFT | AARON J MELOY | 5,554.76 | Sep pay FLSA 08/22-09/18 |
| 1336 | 10/28/2022 | Payroll | 1 | EFT | OWEN J MILLER | 692.62 | Sep pay FLSA 08/22-09/18 |
| 1337 | 10/28/2022 | Payroll | 1 | EFT | RAYMOND J NEWTON | 6,185.72 | Sep pay FLSA 08/22-09/18 |
| 1338 | 10/28/2022 | Payroll | 1 | EFT | HAYDEN C OLSON | 83.11 | Sep pay FLSA 08/22-09/18 |
| 1339 | 10/28/2022 | Payroll | 1 | EFT | GARRETT M PREMEL | 5,259.15 | Sep pay FLSA 08/22-09/18 |
| 1340 | 10/28/2022 | Payroll | 1 | EFT | ALLEN L PUTZ | 7,353.49 | Sep pay FLSA 08/22-09/18 |
| 1341 | 10/28/2022 | Payroll | 1 | EFT | KYLE M RICHE | 68.50 | Sep pay FLSA 08/22-09/18 |
| 1342 | 10/28/2022 | Payroll | 1 | EFT | ROBERT C SHANNON | 5,859.78 | Sep pay FLSA 08/22-09/18 |
| 1343 | 10/28/2022 | Payroll | 1 | EFT | CAROLINE SMITH | 44.32 | Sep pay FLSA 08/22-09/18 |
| 1344 | 10/28/2022 | Payroll | 1 | EFT | KALEB R SOUTHAM | 678.77 | Sep pay FLSA 08/22-09/18 |
| 1345 | 10/28/2022 | Payroll | 1 | EFT | KALEB A STEVENSON | 581.80 | Sep pay FLSA 08/22-09/18 |
| 1346 | 10/28/2022 | Payroll | 1 | EFT | KYLIE A STEWART | 59.10 | Sep pay FLSA 08/22-09/18 |
| 1347 | 10/28/2022 | Payroll | 1 | EFT | ALYSSA M THOMAS | 872.71 | Sep pay FLSA 08/22-09/18 |
| 1348 | 10/28/2022 | Payroll | 1 | EFT | GARY R TUCKER ATHERLY | | Sep pay FLSA 08/22-09/18 |
| 1349 | 10/28/2022 | Payroll | 1 | EFT | MICHAEL A VAN BEEK | 235.30 | Sep pay FLSA 08/22-09/18 |
| 1350 | 10/28/2022 | Payroll | 1 | EFT | DOMINIC P VIGGIANO | 96.97 | Sep pay FLSA 08/22-09/18 |
| 1351 | 10/28/2022 | Payroll | 1 | EFT | ANTHONY G VINING | 6,686.41 | Sep pay FLSA 08/22-09/18 |
| 1352 | 10/28/2022 | Payroll | 1 | EFT | SHERRY A VOSS | 332.46 | Sep pay FLSA 08/22-09/18 |
| 1353 | 10/28/2022 | Payroll | 1 | EFT | BRIAN P WAKEMAN | 3,909.55 | Sep pay FLSA 08/22-09/18 |
| 1354 | 10/28/2022 | Payroll | 1 | EFT | JACOB M WALTON | 5,448.96 | Sep pay FLSA 08/22-09/18 |
| 1355 | 10/28/2022 | Payroll | 1 | EFT | CODY WINTERS | 5,199.64 | Sep pay FLSA 08/22-09/18 |

522 Fire Control
589 Payroll Clearing

207,948.52
-66,871.60

001 General Fund

141,076.92

141,076.92 Payroll: 141,076.92

WARRANT/CHECK REGISTER

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 15:23:02 Date: 10/19/2022




10/28/2022 To: 10/28/2022

Page: 2

Trans Date Type Acct # War # Claimant Amount Memo

We, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against Benton County Fire District #4, and that we are authorized to authenticate and certify to said claim.

Admin Staff _____ Secretary 

Commissioners , , 

Approval Date 10/20/2022

WARRANT/CHECK REGISTER

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 15:22:32 Date: 10/19/2022

10/27/2022 To: 10/27/2022

Page: 1

| Trans | Date | Type | Acct # | War # | Claimant | Amount | Memo |
|------------------|------------|---------|--------|---------|--------------------------|-----------|---|
| 1356 | 10/27/2022 | Payroll | 1 | 1039277 | EFTPS- IRS Payroll Taxes | 34,612.65 | 941 Deposit for Pay Cycle(s) 10/01/2022 - 10/31/2022 |
| 1357 | 10/27/2022 | Payroll | 1 | 1039278 | WA PUB EMP & RETIRE SYS | 41,523.95 | Pay Cycle(s) 10/28/2022 To 10/28/2022 - LEOFF II; Pay Cycle(s) 10/28/2022 To 10/28/2022 - Deferred Comp; Pay Cycle(s) 10/28/2022 To 10/28/2022 - PERS 3; Pay Cycle(s) 10/28/2022 To 10/28/2022 - PERS 2 |
| | | | | | | 16,417.06 | |
| | | | | | | 59,719.54 | |
| 001 General Fund | | | | | | 76,136.60 | |
| | | | | | | 76,136.60 | Payroll: 76,136.60 |

We, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against Benton County Fire District #4, and that we are authorized to authenticate and certify to said claim.

Admin Staff _____ Secretary 

Commissioners , , 

Approval Date 10/20/2022

2022 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRIK

Time: 15:30:46 Date: 10/19/2022

Page: 1

| 001 General Fund | | 01/01/2022 To: 12/31/2022 | | | |
|---------------------------------------|--|---------------------------|---------------------|---------------------|---------------|
| Revenues | Amt Budgeted | Revenues | Remaining | | |
| 308 Beginning Balances | | | | | |
| 308 91 00 00 | Beginning Balance | 1,932,909.56 | 1,924,152.65 | 8,756.91 | 99.5% |
| 308 Beginning Balances | | 1,932,909.56 | 1,924,152.65 | 8,756.91 | 99.5% |
| 310 Taxes | | | | | |
| 311 10 00 01 | Property Tax | 3,675,180.00 | 2,047,764.37 | 1,627,415.63 | 55.7% |
| 337 20 00 01 | Leasehold Tax | 30,000.00 | 27,451.29 | 2,548.71 | 91.5% |
| 310 Taxes | | 3,705,180.00 | 2,075,215.66 | 1,629,964.34 | 56.0% |
| 330 Intergovernmental Revenues | | | | | |
| 331 15 22 81 | U.S. Fish & Wildlife Grant | 0.00 | 0.00 | 0.00 | 0.0% |
| 331 97 04 40 | AFG GRANT | 0.00 | 0.00 | 0.00 | 0.0% |
| 331 97 08 34 | SAFER Grant | 0.00 | 0.00 | 0.00 | 0.0% |
| 333 97 00 01 | Federal Indirect Grant From Department Of Homeland Security | 0.00 | 0.00 | 0.00 | 0.0% |
| 334 01 30 02 | WSP-FF Training | 1,000.00 | 0.00 | 1,000.00 | 0.0% |
| 334 04 90 01 | State Trauma Grant | 1,200.00 | 1,125.00 | 75.00 | 93.8% |
| 334 04 90 05 | FIIRE Grant- Dept of L&I | 0.00 | 7,635.94 | (7,635.94) | 0.0% |
| 334 06 90 04 | BVFF Physical Reimb. | 1,000.00 | 0.00 | 1,000.00 | 0.0% |
| 335 00 91 01 | Energy NW Generation T | 32,000.00 | 0.00 | 32,000.00 | 0.0% |
| 337 97 04 40 | AFG COST SHARE | 0.00 | 0.00 | 0.00 | 0.0% |
| 330 Intergovernmental Revenues | | 35,200.00 | 8,760.94 | 26,439.06 | 24.9% |
| 340 Charges For Services | | | | | |
| 341 70 00 05 | Resale/Supply Merchandise | 0.00 | 0.00 | 0.00 | 0.0% |
| 342 21 00 01 | Fire Services, State | 39,000.00 | 37,386.42 | 1,613.58 | 95.9% |
| 342 21 00 02 | Fire Services, Federal | 0.00 | 0.00 | 0.00 | 0.0% |
| 342 21 00 03 | Fire Services, Schools | 2,300.00 | 0.00 | 2,300.00 | 0.0% |
| 342 21 00 04 | Private Fire Service-Other | 0.00 | 0.00 | 0.00 | 0.0% |
| 342 21 00 09 | Fire Services, W Rhld | 0.00 | 0.00 | 0.00 | 0.0% |
| 340 Charges For Services | | 41,300.00 | 37,386.42 | 3,913.58 | 90.5% |
| 350 Fines & Forfeitures | | | | | |
| 359 90 00 01 | Fines And Penalties | 0.00 | 0.00 | 0.00 | 0.0% |
| 350 Fines & Forfeitures | | 0.00 | 0.00 | 0.00 | 0.0% |
| 360 Investment Interest | | | | | |
| 361 11 00 01 | Investment Interest | 10,000.00 | 11,035.69 | (1,035.69) | 110.4% |
| 367 11 00 08 | Contributions/Donation | 0.00 | 0.00 | 0.00 | 0.0% |
| 369 10 05 01 | Sale Of Scrap & Junk | 0.00 | 0.00 | 0.00 | 0.0% |
| 369 40 00 02 | Judgements And Settlements | 0.00 | 0.00 | 0.00 | 0.0% |
| 369 91 00 00 | Other Miscellaneous Revenue | 2,000.00 | 46,822.75 | (44,822.75) | 2341.1% |
| 360 Investment Interest | | 12,000.00 | 57,858.44 | (45,858.44) | 482.2% |
| 380 Non Revenues | | | | | |

2022 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 15:30:46 Date: 10/19/2022

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001 General Fund 01/01/2022 To: 12/31/2022

| Revenues | Amt Budgeted | Revenues | Remaining | |
|----------|--------------|----------|-----------|--|
|----------|--------------|----------|-----------|--|

380 Non Revenues

| | | | | | |
|-------------------------|------------------------------|-------------|-------------|-------------|-------------|
| 389 00 00 01 | Suspense- To Be Reclassified | 0.00 | 0.00 | 0.00 | 0.0% |
| 389 50 68 04 | Refund/Reimbursement | 0.00 | 0.00 | 0.00 | 0.0% |
| 380 Non Revenues | | 0.00 | 0.00 | 0.00 | 0.0% |

390 Other Revenues

| | | | | | |
|---------------------------|-------------------------|-------------|------------------|--------------------|-------------|
| 395 10 00 02 | Sale Of Fixed Assets | 0.00 | 0.00 | 0.00 | 0.0% |
| 395 20 00 01 | Comp For Loss Of Assets | 0.00 | 0.00 | 0.00 | 0.0% |
| 398 10 00 01 | INSURANCE REIMB/CLAIM | 0.00 | 34,216.60 | (34,216.60) | 0.0% |
| 390 Other Revenues | | 0.00 | 34,216.60 | (34,216.60) | 0.0% |

397 Interfund Transfers

| | | | | | |
|--------------------------------|----------------------|---------------------|-------------|---------------------|-------------|
| 397 00 00 01 | Transfer In | 0.00 | 0.00 | 0.00 | 0.0% |
| 397 00 00 10 | Transfer In From 110 | 1,387,080.00 | 0.00 | 1,387,080.00 | 0.0% |
| 397 00 01 06 | Transfer In From 601 | 0.00 | 0.00 | 0.00 | 0.0% |
| 397 00 01 07 | Transfer In From 107 | 0.00 | 0.00 | 0.00 | 0.0% |
| 397 00 02 01 | Transfer In From 202 | 0.00 | 0.00 | 0.00 | 0.0% |
| 397 00 05 01 | Transfer In From 501 | 0.00 | 0.00 | 0.00 | 0.0% |
| 397 Interfund Transfers | | 1,387,080.00 | 0.00 | 1,387,080.00 | 0.0% |

Fund Revenues:

| | | | | |
|--|---------------------|---------------------|---------------------|--------------|
| | 7,113,669.56 | 4,137,590.71 | 2,976,078.85 | 58.2% |
|--|---------------------|---------------------|---------------------|--------------|

Expenditures

| | Amt Budgeted | Expenditures | Remaining | |
|--|--------------|--------------|-----------|--|
|--|--------------|--------------|-----------|--|

522 Fire Control

| | | | | | |
|------------------------|----------------------------------|------------------|------------------|-----------------|--------------|
| 522 45 43 99 | Article 32 MED EMS Training | 0.00 | 0.00 | 0.00 | 0.0% |
| 000 | | 0.00 | 0.00 | 0.00 | 0.0% |
| 522 11 10 10 | Salary - Comm 1 (Van Beek) | 6,500.00 | 4,096.00 | 2,404.00 | 63.0% |
| 522 11 10 20 | Salary-Comm 2 (Goodwin) | 6,500.00 | 3,840.00 | 2,660.00 | 59.1% |
| 522 11 10 30 | Salary-Comm 3 (Brink) | 6,500.00 | 5,888.00 | 612.00 | 90.6% |
| 522 11 20 10 | Benefits - Comm 1 (Van Beek) | 630.00 | 319.49 | 310.51 | 50.7% |
| 522 11 20 20 | Benefits - Comm 2 (Goodwin) | 630.00 | 293.76 | 336.24 | 46.6% |
| 522 11 20 30 | Benefits - Comm 3 (Brink) | 630.00 | 478.65 | 151.35 | 76.0% |
| 522 11 31 00 | Expendable Supplies- Legislative | 0.00 | 0.00 | 0.00 | 0.0% |
| 522 11 43 00 | Travel-Mileage & Airfare | 1,100.00 | 225.96 | 874.04 | 20.5% |
| 522 11 43 30 | Travel - Per Diem & Lodging | 2,500.00 | 4,149.87 | (1,649.87) | 166.0% |
| 522 11 43 31 | Registration Fees | 2,000.00 | 1,100.00 | 900.00 | 55.0% |
| 011 Legislative | | 26,990.00 | 20,391.73 | 6,598.27 | 75.6% |
| 522 12 10 10 | Salary - Administration | 316,470.00 | 235,721.65 | 80,748.35 | 74.5% |
| 522 12 10 60 | Overtime - Administrative | 10,000.00 | 4,124.58 | 5,875.42 | 41.2% |
| 522 12 10 70 | Temporary Employees | 0.00 | 0.00 | 0.00 | 0.0% |
| 522 12 20 04 | HRA Benefits | 6,000.00 | 5,000.00 | 1,000.00 | 83.3% |
| 522 12 20 10 | Benefits - Administrative | 68,900.00 | 45,588.05 | 23,311.95 | 66.2% |
| 522 12 20 60 | Benefits - OT Administration | 2,000.00 | 1,069.64 | 930.36 | 53.5% |
| 522 12 20 70 | Benefits - Temporary Employees | 0.00 | 0.00 | 0.00 | 0.0% |
| 522 12 24 20 | Volunteer Pension & Relief Fund | 6,000.00 | 4,920.00 | 1,080.00 | 82.0% |
| 522 12 29 20 | Volunteer Recognition | 4,000.00 | 38.92 | 3,961.08 | 1.0% |

2022 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 15:30:46 Date: 10/19/2022

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| 001 General Fund | | 01/01/2022 To: 12/31/2022 | | | |
|---------------------------|--|---------------------------|-------------------|-------------------|---------------|
| Expenditures | Amt Budgeted | Expenditures | Remaining | | |
| 522 Fire Control | | | | | |
| 522 12 29 30 | Volunteer Association | 3,500.00 | 3,483.00 | 17.00 | 99.5% |
| 522 12 31 00 | Expendable Office Supplies | 3,750.00 | 658.05 | 3,091.95 | 17.5% |
| 522 12 31 10 | Computer Software | 3,000.00 | 2,942.68 | 57.32 | 98.1% |
| 522 12 35 00 | Office Tools & Equipment | 4,000.00 | 908.80 | 3,091.20 | 22.7% |
| 522 12 35 10 | Office Computer Equipment | 23,000.00 | 18,872.93 | 4,127.07 | 82.1% |
| 522 12 41 00 | Contract Services | 96,000.00 | 75,175.73 | 20,824.27 | 78.3% |
| 522 12 41 01 | Portable Office Trailer 420 | 0.00 | 0.00 | 0.00 | 0.0% |
| 522 12 41 02 | Contract For Union Negotiation | 25,000.00 | 0.00 | 25,000.00 | 0.0% |
| 522 12 41 10 | Financial Services Contract(SPRINGBROOK) | 20,000.00 | 22,887.22 | (2,887.22) | 114.4% |
| 522 12 41 20 | Professional Services | 10,000.00 | 0.00 | 10,000.00 | 0.0% |
| 522 12 42 00 | Phone Service | 12,000.00 | 6,966.08 | 5,033.92 | 58.1% |
| 522 12 42 10 | Cellular Phone Service | 14,000.00 | 9,160.95 | 4,839.05 | 65.4% |
| 522 12 42 40 | Postage | 1,500.00 | 325.30 | 1,174.70 | 21.7% |
| 522 12 44 00 | Advertising/Notices/Recruiting | 1,500.00 | 2,163.38 | (663.38) | 144.2% |
| 522 12 45 00 | Equipment Lease/Maint | 10,200.00 | 4,923.22 | 5,276.78 | 48.3% |
| 522 12 46 00 | District Insurance | 70,000.00 | 87,798.00 | (17,798.00) | 125.4% |
| 522 12 48 00 | Repair & Maint. - Office Equip | 0.00 | 0.00 | 0.00 | 0.0% |
| 522 12 48 20 | WebPage Maintenance | 500.00 | 136.23 | 363.77 | 27.2% |
| 522 12 49 00 | Memberships/Dues | 16,000.00 | 10,549.72 | 5,450.28 | 65.9% |
| 522 12 49 10 | Taxes And Irrigation Fees | 100.00 | 75.67 | 24.33 | 75.7% |
| 522 12 49 20 | State Auditor | 11,000.00 | 0.00 | 11,000.00 | 0.0% |
| 012 Administrative | | 738,420.00 | 543,489.80 | 194,930.20 | 73.6% |
| 522 13 41 00 | Levy Publication Services | 60,000.00 | 63,088.76 | (3,088.76) | 105.1% |
| 522 13 48 20 | Outside Services | 0.00 | 0.00 | 0.00 | 0.0% |
| 522 13 49 00 | Commissioner Elections | 5,000.00 | (711.34) | 5,711.34 | 14.2% |
| 013 Election | | 65,000.00 | 62,377.42 | 2,622.58 | 96.0% |
| 522 14 41 00 | Legal Services | 12,000.00 | 13,813.17 | (1,813.17) | 115.1% |
| 014 Legal | | 12,000.00 | 13,813.17 | (1,813.17) | 115.1% |
| 522 15 40 00 | Advance Travel/Petty Cash | 0.00 | 0.00 | 0.00 | 0.0% |
| 015 Internal Acct | | 0.00 | 0.00 | 0.00 | 0.0% |
| 522 20 10 10 | Mobilization Wages | 30,000.00 | 48,187.09 | (18,187.09) | 160.6% |
| 522 20 20 10 | Mobilization Benefits | 9,000.00 | 11,497.37 | (2,497.37) | 127.7% |
| 522 20 24 10 | Physicals/Innoculation | 63,000.00 | 45,473.50 | 17,526.50 | 72.2% |
| 522 20 28 00 | Uniforms (All Non-PPE) | 30,000.00 | 14,510.15 | 15,489.85 | 48.4% |
| 522 20 31 00 | Expendable Incident Supplies | 500.00 | 0.00 | 500.00 | 0.0% |
| 522 20 35 00 | Tools & Equipment | 2,500.00 | 0.00 | 2,500.00 | 0.0% |
| 522 20 35 20 | Physical Eval Equipment | 0.00 | 0.00 | 0.00 | 0.0% |
| 522 20 41 00 | Assessment Fees | 6,000.00 | 0.00 | 6,000.00 | 0.0% |
| 522 20 48 00 | Uniform Maintenance | 1,000.00 | 281.05 | 718.95 | 28.1% |
| 020 Operations | | 142,000.00 | 119,949.16 | 22,050.84 | 84.5% |
| 522 21 10 10 | Salary - Firefighters | 1,943,000.00 | 1,423,789.49 | 519,210.51 | 73.3% |
| 522 21 10 71 | Overtime - Firefighters | 250,000.00 | 234,300.41 | 15,699.59 | 93.7% |
| 522 21 10 80 | Resident Reimbursement | 120,000.00 | 45,600.00 | 74,400.00 | 38.0% |
| 522 21 10 90 | Volunteer Reimbursement | 66,000.00 | 38,568.00 | 27,432.00 | 58.4% |
| 522 21 20 04 | HRA Benefits | 63,000.00 | 46,250.00 | 16,750.00 | 73.4% |
| 522 21 20 10 | Benefits - Firefighters | 613,260.00 | 396,938.54 | 216,321.46 | 64.7% |
| 522 21 20 71 | Benefits - Overtime FF | 60,000.00 | 60,560.39 | (560.39) | 100.9% |

2022 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 15:30:46 Date: 10/19/2022

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001 General Fund

01/01/2022 To: 12/31/2022

| Expenditures | Amt Budgeted | Expenditures | Remaining | |
|-------------------------------|------------------------------------|---------------------|---------------------|-------------------------|
| 522 Fire Control | | | | |
| 522 21 20 80 | Benefits - Resident Reimbursement | 6,000.00 | 3,492.54 | 2,507.46 58.2% |
| 522 21 20 90 | Benefits - Volunteer | 6,000.00 | 2,961.05 | 3,038.95 49.4% |
| 522 21 28 20 | PPE - Protective Clothing | 62,000.00 | 54,560.45 | 7,439.55 88.0% |
| 522 21 31 00 | Expendable Supplies - Suppression | 3,600.00 | 2,184.80 | 1,415.20 60.7% |
| 522 21 31 10 | Supplies - Support Service | 4,000.00 | 1,835.37 | 2,164.63 45.9% |
| 522 21 35 10 | Tools & Equipment -Suppression | 5,000.00 | 13,921.44 | (8,921.44) 278.4% |
| 522 21 35 11 | Hose Replacement | 10,500.00 | 1,241.99 | 9,258.01 11.8% |
| 522 21 35 12 | Nozzle Replacement | 8,700.00 | 1,312.97 | 7,387.03 15.1% |
| 522 21 35 13 | Tools - Support Service | 5,000.00 | 1,255.32 | 3,744.68 25.1% |
| 522 21 41 00 | Professional Services | 12,000.00 | 4,017.02 | 7,982.98 33.5% |
| 522 21 48 00 | Equipment Repair & Maint | 1,550.00 | 0.00 | 1,550.00 0.0% |
| 522 21 48 10 | Fire Extinguisher Maint | 1,600.00 | 900.16 | 699.84 56.3% |
| 522 21 48 80 | SCBA Air Compressor | 1,000.00 | 586.98 | 413.02 58.7% |
| 522 21 48 90 | SCBA Repair/Maintenance | 2,000.00 | 0.00 | 2,000.00 0.0% |
| 021 Suppression | | 3,244,210.00 | 2,334,276.92 | 909,933.08 72.0% |
| 522 24 31 00 | Expendable Supplies - Radios | 500.00 | 27.68 | 472.32 5.5% |
| 522 24 35 00 | Non-Expendable Supplies - Radios | 27,500.00 | 26,679.39 | 820.61 97.0% |
| 522 24 41 00 | Dispatch Services | 80,460.00 | 68,484.20 | 11,975.80 85.1% |
| 522 24 41 10 | VHF Maintenance Fee | 16,310.00 | 0.00 | 16,310.00 0.0% |
| 522 24 48 00 | Repair & Maintenance - Radios | 3,000.00 | 994.93 | 2,005.07 33.2% |
| 024 Communications | | 127,770.00 | 96,186.20 | 31,583.80 75.3% |
| 522 30 31 00 | Expendable Supplies-Prevention | 6,500.00 | 2,155.79 | 4,344.21 33.2% |
| 522 30 31 10 | Smoke Alarm Program | 1,000.00 | 0.00 | 1,000.00 0.0% |
| 522 30 35 00 | Tools & Equipment - Prevention | 750.00 | 0.00 | 750.00 0.0% |
| 522 30 48 00 | Repair & Maintenance - Prevention | 0.00 | 0.00 | 0.00 0.0% |
| 522 30 48 10 | Newsletter/Education Flyers | 100.00 | 0.00 | 100.00 0.0% |
| 030 Public Information | | 8,350.00 | 2,155.79 | 6,194.21 25.8% |
| 522 45 31 00 | Expendable Supplies - Training | 4,500.00 | 1,986.64 | 2,513.36 44.1% |
| 522 45 31 10 | Training Computer Software | 8,700.00 | 10,785.97 | (2,085.97) 124.0% |
| 522 45 35 00 | Tools & Equipment - Training | 1,800.00 | 9,301.79 | (7,501.79) 516.8% |
| 522 45 35 10 | Equipment- Wellness Program | 7,420.00 | 7,370.04 | 49.96 99.3% |
| 522 45 41 00 | Professional Service | 24,000.00 | 1,050.00 | 22,950.00 4.4% |
| 522 45 43 00 | Travel - Mileage & Air(Operations) | 3,500.00 | 0.00 | 3,500.00 0.0% |
| 522 45 43 01 | Travel - Mileage&Air(Admin) | 2,400.00 | 0.00 | 2,400.00 0.0% |
| 522 45 43 02 | Travel - Mileage&Air(Automotive) | 0.00 | 0.00 | 0.00 0.0% |
| 522 45 43 03 | Travel - Mileage&Air(EMS Officer) | 6,500.00 | 1,435.89 | 5,064.11 22.1% |
| 522 45 43 10 | PerDiem & Lodging(Operations) | 8,000.00 | 1,517.70 | 6,482.30 19.0% |
| 522 45 43 11 | PerDiem & Lodging(Admin) | 6,800.00 | 1,236.77 | 5,563.23 18.2% |
| 522 45 43 12 | PerDiem & Lodging(Automotive) | 0.00 | 394.64 | (394.64) 0.0% |
| 522 45 43 13 | PerDiem & Lodging(EMS Officer) | 8,000.00 | 3,151.40 | 4,848.60 39.4% |
| 522 45 43 20 | Registration Fees(Operations) | 38,500.00 | 7,396.40 | 31,103.60 19.2% |
| 522 45 43 21 | Registration Fees(Admin) | 3,500.00 | 1,821.21 | 1,678.79 52.0% |
| 522 45 43 22 | Registration Fees(Automotive) | 0.00 | 0.00 | 0.00 0.0% |
| 522 45 43 23 | Registration Fees(EMS Officer) | 6,500.00 | 3,897.92 | 2,602.08 60.0% |
| 522 45 43 30 | Tuition Reimbursement | 10,000.00 | 1,750.00 | 8,250.00 17.5% |
| 522 45 48 00 | Repair And Maintenance | 0.00 | 0.00 | 0.00 0.0% |
| 045 Training | | 140,120.00 | 53,096.37 | 87,023.63 37.9% |
| 522 50 31 00 | Expendable Supplies -Facilities | 7,500.00 | 3,887.55 | 3,612.45 51.8% |

2022 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 15:30:46 Date: 10/19/2022

Page: 5

| 001 General Fund | | 01/01/2022 To: 12/31/2022 | | | |
|------------------------------------|--|---------------------------|---------------------|---------------------|---------------|
| Expenditures | Amt Budgeted | Expenditures | Remaining | | |
| 522 Fire Control | | | | | |
| 522 50 35 00 | Tools & Equipment - Facilities | 6,000.00 | 9,840.83 | (3,840.83) | 164.0% |
| 522 50 41 00 | Professional Services | 0.00 | 46.57 | (46.57) | 0.0% |
| 522 50 45 00 | Lease-Sta 410 | 5,000.00 | 4,767.63 | 232.37 | 95.4% |
| 522 50 47 10 | Electricity | 38,000.00 | 22,413.92 | 15,586.08 | 59.0% |
| 522 50 47 20 | Water/Sewer/Natural Gas | 20,000.00 | 11,193.26 | 8,806.74 | 56.0% |
| 522 50 48 00 | Repair & Maint. - Facilities | 23,000.00 | 26,403.24 | (3,403.24) | 114.8% |
| 050 Facilities | | 99,500.00 | 78,553.00 | 20,947.00 | 78.9% |
| 522 60 31 00 | Expendable Supplies - Automotive | 6,600.00 | 286.80 | 6,313.20 | 4.3% |
| 522 60 32 00 | Fuels | 35,000.00 | 30,832.93 | 4,167.07 | 88.1% |
| 522 60 35 00 | Tools & Equipment - Automotive | 2,050.00 | 823.48 | 1,226.52 | 40.2% |
| 522 60 48 00 | Repair & Maint. - Automotive | 84,750.00 | 81,611.58 | 3,138.42 | 96.3% |
| 060 Automotive | | 128,400.00 | 113,554.79 | 14,845.21 | 88.4% |
| 522 70 31 00 | Expendable Supplies - EMS | 31,000.00 | 34,682.77 | (3,682.77) | 111.9% |
| 522 70 35 00 | Small Tools & Minor Equip | 6,000.00 | 294.23 | 5,705.77 | 4.9% |
| 522 70 41 02 | EMS Assessment Fee | 1,500.00 | 1,248.52 | 251.48 | 83.2% |
| 522 70 41 10 | Contract Services - EMS | 9,500.00 | 12,482.08 | (2,982.08) | 131.4% |
| 522 70 48 00 | Small Tools- Repairs & Maintenance | 0.00 | 1,217.44 | (1,217.44) | 0.0% |
| 526 22 31 01 | Expendable Supplies - ALS | 0.00 | 0.00 | 0.00 | 0.0% |
| 070 EMS | | 48,000.00 | 49,925.04 | (1,925.04) | 104.0% |
| 522 Fire Control | | 4,780,760.00 | 3,487,769.39 | 1,292,990.61 | 73.0% |
| 588 Prior Period Adjustment | | | | | |
| 585 10 00 01 | Other Decreases In Net Cash & Investments - Other Costs Allocations | 0.00 | 0.00 | 0.00 | 0.0% |
| 588 Prior Period Adjustment | | 0.00 | 0.00 | 0.00 | 0.0% |
| 589 Payroll Clearing | | | | | |
| 589 90 00 00 | Payroll Clearing | 0.00 | (164.07) | 164.07 | 0.0% |
| 589 90 00 01 | Other Non-Expenditures - Suspense | 0.00 | 0.00 | 0.00 | 0.0% |
| 589 Payroll Clearing | | 0.00 | (164.07) | 164.07 | 0.0% |
| 591 Debt Service | | | | | |
| 591 22 71 02 | Capital Lease Principal | 0.00 | 0.00 | 0.00 | 0.0% |
| 592 22 83 02 | Capital Lease Interest | 0.00 | 0.00 | 0.00 | 0.0% |
| 591 Debt Service | | 0.00 | 0.00 | 0.00 | 0.0% |
| 594 Capital Expenditures | | | | | |
| 594 22 63 01 | Capital Equipment - AFG Portion | 0.00 | 0.00 | 0.00 | 0.0% |
| 594 22 63 02 | Capital Equipment - District Matching Portion | 0.00 | 0.00 | 0.00 | 0.0% |
| 000 | | 0.00 | 0.00 | 0.00 | 0.0% |
| 594 22 62 00 | Captial Building | 0.00 | 0.00 | 0.00 | 0.0% |

2022 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

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001 General Fund

01/01/2022 To: 12/31/2022

| Expenditures | Amt Budgeted | Expenditures | Remaining | |
|--|---------------------|---------------------|---------------------|--------------|
| 594 Capital Expenditures | | | | |
| 594 22 63 00 Capital Apparatus And Equipment | 300,000.00 | 0.00 | 300,000.00 | 0.0% |
| 594 22 64 01 Capital Communications | 0.00 | 0.00 | 0.00 | 0.0% |
| 022 Capital | 300,000.00 | 0.00 | 300,000.00 | 0.0% |
| 594 Capital Expenditures | 300,000.00 | 0.00 | 300,000.00 | 0.0% |
| 597 Interfund Transfers | | | | |
| 597 00 00 01 Transfers Out To 501 | 0.00 | 0.00 | 0.00 | 0.0% |
| 597 00 01 04 Transfer Out To 104 | 0.00 | 0.00 | 0.00 | 0.0% |
| 597 00 01 05 Transfer Out | 0.00 | 0.00 | 0.00 | 0.0% |
| 597 00 01 07 Transfers-Out To 107 | 0.00 | 0.00 | 0.00 | 0.0% |
| 597 00 01 61 Transfer Out To 601 | 0.00 | 0.00 | 0.00 | 0.0% |
| 597 Interfund Transfers | 0.00 | 0.00 | 0.00 | 0.0% |
| Fund Expenditures: | 5,080,760.00 | 3,487,605.32 | 1,593,154.68 | 68.6% |
| Fund Excess/(Deficit): | 2,032,909.56 | 649,985.39 | | |

2022 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

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004 Health Reimbursement Fund 01/01/2022 To: 12/31/2022

| Revenues | Amt Budgeted | Revenues | Remaining | |
|---|--------------|--------------|-------------|--------------|
| 308 Beginning Balances | | | | |
| 308 91 00 04 Beginning Balance | 87.32 | 87.11 | 0.21 | 99.8% |
| 308 Beginning Balances | 87.32 | 87.11 | 0.21 | 99.8% |
| 340 Charges For Services | | | | |
| 349 17 00 01 Employee Benefit - HRA | 0.00 | 0.00 | 0.00 | 0.0% |
| 340 Charges For Services | 0.00 | 0.00 | 0.00 | 0.0% |
| 360 Investment Interest | | | | |
| 361 11 00 04 Investment Interest | 2.00 | 0.50 | 1.50 | 25.0% |
| 360 Investment Interest | 2.00 | 0.50 | 1.50 | 25.0% |
| 380 Non Revenues | | | | |
| 388 80 00 01 Prior Year(s) Corrections | 0.00 | 0.00 | 0.00 | 0.0% |
| 380 Non Revenues | 0.00 | 0.00 | 0.00 | 0.0% |
| 397 Interfund Transfers | | | | |
| 397 00 01 04 Transfer In From 001 | 0.00 | 0.00 | 0.00 | 0.0% |
| 397 00 01 05 Transfer In From 101 | 0.00 | 0.00 | 0.00 | 0.0% |
| 397 Interfund Transfers | 0.00 | 0.00 | 0.00 | 0.0% |
| Fund Revenues: | 89.32 | 87.61 | 1.71 | 98.1% |
| Fund Excess/(Deficit): | 89.32 | 87.61 | | |

2022 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

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007 Separation Fund 01/01/2022 To: 12/31/2022

| | Amt Budgeted | Revenues | Remaining | |
|--|--------------|----------|-----------|--|
|--|--------------|----------|-----------|--|

308 Beginning Balances

| | | | | |
|--------------------------------|------------|------------|--------|--------|
| 308 51 00 07 Beginning Balance | 194,935.33 | 194,935.54 | (0.21) | 100.0% |
| 308 Beginning Balances | 194,935.33 | 194,935.54 | (0.21) | 100.0% |

360 Investment Interest

| | | | | |
|----------------------------------|--------|----------|----------|--------|
| 361 11 00 07 Investment Interest | 500.00 | 1,100.18 | (600.18) | 220.0% |
| 360 Investment Interest | 500.00 | 1,100.18 | (600.18) | 220.0% |

397 Interfund Transfers

| | | | | |
|-----------------------------------|------|------|------|------|
| 397 00 00 07 Transfer In From 001 | 0.00 | 0.00 | 0.00 | 0.0% |
| 397 Interfund Transfers | 0.00 | 0.00 | 0.00 | 0.0% |

| | | | | |
|-----------------------|-------------------|-------------------|-----------------|---------------|
| Fund Revenues: | 195,435.33 | 196,035.72 | (600.39) | 100.3% |
|-----------------------|-------------------|-------------------|-----------------|---------------|

| | Amt Budgeted | Expenditures | Remaining | |
|--|--------------|--------------|-----------|--|
|--|--------------|--------------|-----------|--|

597 Interfund Transfers

| | | | | |
|-----------------------------------|------|------|------|------|
| 597 00 00 07 Transfers-Out To 001 | 0.00 | 0.00 | 0.00 | 0.0% |
| 597 Interfund Transfers | 0.00 | 0.00 | 0.00 | 0.0% |

| | | | | |
|---------------------------|-------------|-------------|-------------|-------------|
| Fund Expenditures: | 0.00 | 0.00 | 0.00 | 0.0% |
|---------------------------|-------------|-------------|-------------|-------------|

| | | | | |
|-------------------------------|-------------------|-------------------|--|--|
| Fund Excess/(Deficit): | 195,435.33 | 196,035.72 | | |
|-------------------------------|-------------------|-------------------|--|--|

2022 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

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099 Imprest Fund 01/01/2022 To: 12/31/2022

| Revenues | Amt Budgeted | Revenues | Remaining | |
|----------|--------------|----------|-----------|--|
|----------|--------------|----------|-----------|--|

308 Beginning Balances

| | | | | |
|--------------------------------|-----------|-----------|------|--------|
| 308 91 00 99 Beginning Balance | 13,500.00 | 13,500.00 | 0.00 | 100.0% |
| 308 Beginning Balances | 13,500.00 | 13,500.00 | 0.00 | 100.0% |

380 Non Revenues

| | | | | |
|---------------------------------------|------|------|------|------|
| 388 10 00 99 Prior Period Adjustments | 0.00 | 0.00 | 0.00 | 0.0% |
| 380 Non Revenues | 0.00 | 0.00 | 0.00 | 0.0% |

| | | | | |
|-----------------------|------------------|------------------|-------------|---------------|
| Fund Revenues: | 13,500.00 | 13,500.00 | 0.00 | 100.0% |
|-----------------------|------------------|------------------|-------------|---------------|

| | | | | |
|-------------------------------|------------------|------------------|--|--|
| Fund Excess/(Deficit): | 13,500.00 | 13,500.00 | | |
|-------------------------------|------------------|------------------|--|--|

2022 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

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| 110 EMS Fund | | 01/01/2022 To: 12/31/2022 | | | |
|---------------------------------------|---------------------------------|---------------------------|---------------------|-------------------|--------------|
| Revenues | Amt Budgeted | Revenues | Remaining | | |
| 308 Beginning Balances | | | | | |
| 308 31 00 11 | Beginning Balance | 2,745,901.04 | 2,745,971.95 | (70.91) | 100.0% |
| 308 Beginning Balances | | 2,745,901.04 | 2,745,971.95 | (70.91) | 100.0% |
| 310 Taxes | | | | | |
| 311 10 00 11 | Property Tax | 804,172.00 | 494,857.40 | 309,314.60 | 61.5% |
| 310 Taxes | | 804,172.00 | 494,857.40 | 309,314.60 | 61.5% |
| 330 Intergovernmental Revenues | | | | | |
| 332 93 40 10 | GEMT | 330,000.00 | 244,944.09 | 85,055.91 | 74.2% |
| 330 Intergovernmental Revenues | | 330,000.00 | 244,944.09 | 85,055.91 | 74.2% |
| 340 Charges For Services | | | | | |
| 342 60 01 10 | Ambulance Service | 200,000.00 | 254,341.48 | (54,341.48) | 127.2% |
| 340 Charges For Services | | 200,000.00 | 254,341.48 | (54,341.48) | 127.2% |
| 360 Investment Interest | | | | | |
| 361 11 00 11 | Investment Interest | 25,000.00 | 16,841.20 | 8,158.80 | 67.4% |
| 360 Investment Interest | | 25,000.00 | 16,841.20 | 8,158.80 | 67.4% |
| Fund Revenues: | | 4,105,073.04 | 3,756,956.12 | 348,116.92 | 91.5% |
| Expenditures | Amt Budgeted | Expenditures | Remaining | | |
| 522 Fire Control | | | | | |
| 522 70 35 10 | Small Tools And Minor Equipment | 10,000.00 | 11,807.74 | (1,807.74) | 118.1% |
| 522 70 41 00 | Ambulance Billing Service Fee | 45,000.00 | 41,743.52 | 3,256.48 | 92.8% |
| 522 70 41 01 | IMAGE TREND | 0.00 | 0.00 | 0.00 | 0.0% |
| 522 70 41 20 | Ambulance Over Payment | 5,000.00 | 3,886.19 | 1,113.81 | 77.7% |
| 522 70 49 00 | Other Expenditures | 0.00 | 0.00 | 0.00 | 0.0% |
| 522 Fire Control | | 60,000.00 | 57,437.45 | 2,562.55 | 95.7% |
| 588 Prior Period Adjustment | | | | | |
| 588 10 00 10 | PY Adjustments | 0.00 | 0.00 | 0.00 | 0.0% |
| 588 Prior Period Adjustment | | 0.00 | 0.00 | 0.00 | 0.0% |
| 594 Capital Expenditures | | | | | |
| 594 22 63 10 | Capital Apparatus | 0.00 | 0.00 | 0.00 | 0.0% |
| 594 Capital Expenditures | | 0.00 | 0.00 | 0.00 | 0.0% |
| 597 Interfund Transfers | | | | | |
| 597 00 01 10 | Transfer Out To 001 | 1,387,080.00 | 0.00 | 1,387,080.00 | 0.0% |

2022 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

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| 110 EMS Fund | | 01/01/2022 To: 12/31/2022 | | |
|--------------------------------|---------------------|---------------------------|---------------------|-------------|
| Expenditures | Amt Budgeted | Expenditures | Remaining | |
| 597 Interfund Transfers | | | | |
| 597 Interfund Transfers | 1,387,080.00 | 0.00 | 1,387,080.00 | 0.0% |
| Fund Expenditures: | 1,447,080.00 | 57,437.45 | 1,389,642.55 | 4.0% |
| Fund Excess/(Deficit): | 2,657,993.04 | 3,699,518.67 | | |

2022 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

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201 EMS Bond Fund 01/01/2022 To: 12/31/2022

| | Amt Budgeted | Revenues | Remaining | |
|--|--------------|----------|-----------|--|
|--|--------------|----------|-----------|--|

308 Beginning Balances

| | | | | |
|-----------------------------------|-----------|-----------|------|--------|
| 308 31 00 21 Beginning Balance | 18,970.83 | 18,970.83 | 0.00 | 100.0% |
| 308 Beginning Balances | 18,970.83 | 18,970.83 | 0.00 | 100.0% |

310 Taxes

| | | | | |
|------------------------------|------|------|------|------|
| 311 10 00 21 Property Tax | 0.00 | 0.00 | 0.00 | 0.0% |
| 310 Taxes | 0.00 | 0.00 | 0.00 | 0.0% |

360 Investment Interest

| | | | | |
|-------------------------------------|------|--------|----------|------|
| 361 11 00 21 Investment Interest | 0.00 | 106.83 | (106.83) | 0.0% |
| 360 Investment Interest | 0.00 | 106.83 | (106.83) | 0.0% |

380 Non Revenues

| | | | | |
|---|------|------|------|------|
| 388 80 00 02 Prior Year(s) Corrections | 0.00 | 0.00 | 0.00 | 0.0% |
| 380 Non Revenues | 0.00 | 0.00 | 0.00 | 0.0% |

Fund Revenues:

| | | | | |
|--|------------------|------------------|-----------------|---------------|
| | 18,970.83 | 19,077.66 | (106.83) | 100.6% |
|--|------------------|------------------|-----------------|---------------|

Expenditures

| | Amt Budgeted | Expenditures | Remaining | |
|--|--------------|--------------|-----------|--|
|--|--------------|--------------|-----------|--|

591 Debt Service

| | | | | |
|--|------|------|------|------|
| 591 22 71 01 Bond Principal Payment | 0.00 | 0.00 | 0.00 | 0.0% |
| 592 22 83 01 Bond Interest Payment | 0.00 | 0.00 | 0.00 | 0.0% |
| 592 22 89 21 Debt Service Cost | 0.00 | 0.00 | 0.00 | 0.0% |
| 591 Debt Service | 0.00 | 0.00 | 0.00 | 0.0% |

Fund Expenditures:

| | | | | |
|--|-------------|-------------|-------------|-------------|
| | 0.00 | 0.00 | 0.00 | 0.0% |
|--|-------------|-------------|-------------|-------------|

Fund Excess/(Deficit):

| | | | | |
|--|------------------|------------------|--|--|
| | 18,970.83 | 19,077.66 | | |
|--|------------------|------------------|--|--|

2022 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

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202 Construction Bond Fund 01/01/2022 To: 12/31/2022

| | Amt Budgeted | Revenues | Remaining | |
|--|--------------|----------|-----------|--|
|--|--------------|----------|-----------|--|

308 Beginning Balances

| | | | | |
|--------------------------------|------------|------------|------|--------|
| 308 31 00 22 Beginning Balance | 136,554.47 | 136,554.47 | 0.00 | 100.0% |
| 308 Beginning Balances | 136,554.47 | 136,554.47 | 0.00 | 100.0% |

310 Taxes

| | | | | |
|---------------------------|------------|------------|------------|-------|
| 311 10 00 22 Property Tax | 470,000.00 | 259,283.74 | 210,716.26 | 55.2% |
| 311 11 02 02 Interest | 0.00 | 0.00 | 0.00 | 0.0% |
| 310 Taxes | 470,000.00 | 259,283.74 | 210,716.26 | 55.2% |

360 Investment Interest

| | | | | |
|----------------------------------|----------|----------|-------|-------|
| 361 11 00 22 Investment Interest | 1,200.00 | 1,117.59 | 82.41 | 93.1% |
| 360 Investment Interest | 1,200.00 | 1,117.59 | 82.41 | 93.1% |

380 Non Revenues

| | | | | |
|--|------|------|------|------|
| 388 80 00 03 Prior Year(s) Corrections | 0.00 | 0.00 | 0.00 | 0.0% |
| 380 Non Revenues | 0.00 | 0.00 | 0.00 | 0.0% |

Fund Revenues:

| | | | | |
|--|-------------------|-------------------|-------------------|--------------|
| | 607,754.47 | 396,955.80 | 210,798.67 | 65.3% |
|--|-------------------|-------------------|-------------------|--------------|

Expenditures

| | Amt Budgeted | Expenditures | Remaining | |
|--|--------------|--------------|-----------|--|
|--|--------------|--------------|-----------|--|

591 Debt Service

| | | | | |
|--|------------|------|------------|------|
| 591 22 71 00 Bond Principal Payment | 145,000.00 | 0.00 | 145,000.00 | 0.0% |
| 592 22 83 00 Bond Interest Payment | 276,800.00 | 0.00 | 276,800.00 | 0.0% |
| 592 22 89 22 Interest And Other Debt Service Costs - Other Debt Service Costs | 0.00 | 0.00 | 0.00 | 0.0% |
| 591 Debt Service | 421,800.00 | 0.00 | 421,800.00 | 0.0% |

597 Interfund Transfers

| | | | | |
|----------------------------|------|------|------|------|
| 597 00 00 21 Transfers-Out | 0.00 | 0.00 | 0.00 | 0.0% |
| 597 Interfund Transfers | 0.00 | 0.00 | 0.00 | 0.0% |

Fund Expenditures:

| | | | | |
|--|-------------------|-------------|-------------------|-------------|
| | 421,800.00 | 0.00 | 421,800.00 | 0.0% |
|--|-------------------|-------------|-------------------|-------------|

Fund Excess/(Deficit):

| | | | | |
|--|-------------------|-------------------|--|--|
| | 185,954.47 | 396,955.80 | | |
|--|-------------------|-------------------|--|--|

2022 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRIK

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401 Construction Fund 01/01/2022 To: 12/31/2022

| | Amt Budgeted | Revenues | Remaining | |
|--|--------------|----------|-----------|--|
|--|--------------|----------|-----------|--|

308 Beginning Balances

| | | | | |
|--------------------------------|------------|------------|----------|-------|
| 308 31 00 41 Beginning Balance | 476,723.25 | 473,756.81 | 2,966.44 | 99.4% |
| 308 Beginning Balances | 476,723.25 | 473,756.81 | 2,966.44 | 99.4% |

360 Investment Interest

| | | | | |
|----------------------------------|----------|----------|------------|--------|
| 361 11 00 41 Investment Interest | 1,000.00 | 2,535.34 | (1,535.34) | 253.5% |
| 360 Investment Interest | 1,000.00 | 2,535.34 | (1,535.34) | 253.5% |

380 Non Revenues

| | | | | |
|--|------|------|------|------|
| 388 80 00 04 Prior Year(s) Corrections | 0.00 | 0.00 | 0.00 | 0.0% |
| 380 Non Revenues | 0.00 | 0.00 | 0.00 | 0.0% |

390 Other Revenues

| | | | | |
|----------------------------|------|------|------|------|
| 391 10 00 01 Bond Proceeds | 0.00 | 0.00 | 0.00 | 0.0% |
| 390 Other Revenues | 0.00 | 0.00 | 0.00 | 0.0% |

Fund Revenues:

| | | | | |
|--|-------------------|-------------------|-----------------|--------------|
| | 477,723.25 | 476,292.15 | 1,431.10 | 99.7% |
|--|-------------------|-------------------|-----------------|--------------|

Expenditures

| | Amt Budgeted | Expenditures | Remaining | |
|--|--------------|--------------|-----------|--|
|--|--------------|--------------|-----------|--|

591 Debt Service

| | | | | |
|------------------------|------|------|------|------|
| 592 22 89 00 Bond Fees | 0.00 | 0.00 | 0.00 | 0.0% |
| 591 Debt Service | 0.00 | 0.00 | 0.00 | 0.0% |

594 Capital Expenditures

| | | | | |
|--------------------------------|------------|------------|------------|-------|
| 594 22 62 01 Building Upgrade | 900,000.00 | 123,756.69 | 776,243.31 | 13.8% |
| 594 22 62 04 Capital Apparatus | 0.00 | 1,020.61 | (1,020.61) | 0.0% |
| 594 Capital Expenditures | 900,000.00 | 124,777.30 | 775,222.70 | 13.9% |

597 Interfund Transfers

| | | | | |
|---------------------------|------|------|------|------|
| 597 00 01 01 Transfer Out | 0.00 | 0.00 | 0.00 | 0.0% |
| 597 Interfund Transfers | 0.00 | 0.00 | 0.00 | 0.0% |

Fund Expenditures:

| | | | | |
|--|-------------------|-------------------|-------------------|--------------|
| | 900,000.00 | 124,777.30 | 775,222.70 | 13.9% |
|--|-------------------|-------------------|-------------------|--------------|

Fund Excess/(Deficit):

| | | | | |
|--|---------------------|-------------------|--|--|
| | (422,276.75) | 351,514.85 | | |
|--|---------------------|-------------------|--|--|

2022 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

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501 Equipment Fund 01/01/2022 To: 12/31/2022

| | Amt Budgeted | Revenues | Remaining | |
|--|--------------|----------|-----------|--|
|--|--------------|----------|-----------|--|

308 Beginning Balances

| | | | | |
|-----------------------------------|------------|------------|------|--------|
| 308 51 00 51 Beginning Balance | 515,286.25 | 515,286.25 | 0.00 | 100.0% |
| 308 Beginning Balances | 515,286.25 | 515,286.25 | 0.00 | 100.0% |

310 Taxes

| | | | | |
|------------------------------|------|------|------|------|
| 311 10 00 51 Property Tax | 0.00 | 0.00 | 0.00 | 0.0% |
| 310 Taxes | 0.00 | 0.00 | 0.00 | 0.0% |

360 Investment Interest

| | | | | |
|-------------------------------------|----------|----------|----------|-------|
| 361 11 00 51 Investment Interest | 7,000.00 | 2,908.20 | 4,091.80 | 41.5% |
| 360 Investment Interest | 7,000.00 | 2,908.20 | 4,091.80 | 41.5% |

380 Non Revenues

| | | | | |
|---|------|------|------|------|
| 388 80 00 05 Prior Year(s) Corrections | 0.00 | 0.00 | 0.00 | 0.0% |
| 380 Non Revenues | 0.00 | 0.00 | 0.00 | 0.0% |

390 Other Revenues

| | | | | |
|-------------------------------------|------|------|------|------|
| 395 10 00 01 Sale Of Fixed Asset | 0.00 | 0.00 | 0.00 | 0.0% |
| 390 Other Revenues | 0.00 | 0.00 | 0.00 | 0.0% |

397 Interfund Transfers

| | | | | |
|--------------------------------------|------|------|------|------|
| 397 00 00 05 Transfer In From 001 | 0.00 | 0.00 | 0.00 | 0.0% |
| 397 Interfund Transfers | 0.00 | 0.00 | 0.00 | 0.0% |

| | | | | |
|-----------------------|-------------------|-------------------|-----------------|--------------|
| Fund Revenues: | 522,286.25 | 518,194.45 | 4,091.80 | 99.2% |
|-----------------------|-------------------|-------------------|-----------------|--------------|

| | Amt Budgeted | Expenditures | Remaining | |
|--|--------------|--------------|-----------|--|
|--|--------------|--------------|-----------|--|

522 Fire Control

| | | | | |
|---|------|------|------|------|
| 522 50 35 51 Small Tools And Minor Equipment | 0.00 | 0.00 | 0.00 | 0.0% |
| 000 | 0.00 | 0.00 | 0.00 | 0.0% |
| 522 21 35 80 SCBA BOTTLES | 0.00 | 0.00 | 0.00 | 0.0% |
| 021 Suppression | 0.00 | 0.00 | 0.00 | 0.0% |
| 522 Fire Control | 0.00 | 0.00 | 0.00 | 0.0% |

594 Capital Expenditures

| | | | | |
|-----------------------------------|------|------|------|------|
| 594 22 63 51 Capital Apparatus | 0.00 | 0.00 | 0.00 | 0.0% |
| 594 Capital Expenditures | 0.00 | 0.00 | 0.00 | 0.0% |

597 Interfund Transfers

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BENTON COUNTY FIRE PROTECTION DISTRICT

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| 501 Equipment Fund | 01/01/2022 To: 12/31/2022 | | | |
|-------------------------------------|---------------------------|-------------------|-------------|-------------|
| Expenditures | Amt Budgeted | Expenditures | Remaining | |
| 597 Interfund Transfers | | | | |
| 597 00 05 01 Transfer Out To 101 | 0.00 | 0.00 | 0.00 | 0.0% |
| 597 Interfund Transfers | 0.00 | 0.00 | 0.00 | 0.0% |
| Fund Expenditures: | 0.00 | 0.00 | 0.00 | 0.0% |
| Fund Excess/(Deficit): | 522,286.25 | 518,194.45 | | |

2022 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

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| 601 Reserve Fund | | 01/01/2022 To: 12/31/2022 | | | |
|---|---------------------|---------------------------|-----------------|--------------|--|
| Revenues | Amt Budgeted | Revenues | Remaining | | |
| 308 Beginning Balances | | | | | |
| 308 91 00 61 Beginning Balance | 1,006,676.77 | 1,006,676.77 | 0.00 | 100.0% | |
| 308 Beginning Balances | 1,006,676.77 | 1,006,676.77 | 0.00 | 100.0% | |
| 360 Investment Interest | | | | | |
| 361 11 00 61 Investment Interest | 10,000.00 | 5,681.50 | 4,318.50 | 56.8% | |
| 360 Investment Interest | 10,000.00 | 5,681.50 | 4,318.50 | 56.8% | |
| 380 Non Revenues | | | | | |
| 388 80 00 06 Prior Year(s) Corrections | 0.00 | 0.00 | 0.00 | 0.0% | |
| 380 Non Revenues | 0.00 | 0.00 | 0.00 | 0.0% | |
| 397 Interfund Transfers | | | | | |
| 397 00 01 61 Transfer In From 101 | 0.00 | 0.00 | 0.00 | 0.0% | |
| 397 Interfund Transfers | 0.00 | 0.00 | 0.00 | 0.0% | |
| Fund Revenues: | 1,016,676.77 | 1,012,358.27 | 4,318.50 | 99.6% | |
| Expenditures | Amt Budgeted | Expenditures | Remaining | | |
| 597 Interfund Transfers | | | | | |
| 597 00 00 06 Transfer Out | 0.00 | 0.00 | 0.00 | 0.0% | |
| 597 Interfund Transfers | 0.00 | 0.00 | 0.00 | 0.0% | |
| Fund Expenditures: | 0.00 | 0.00 | 0.00 | 0.0% | |
| Fund Excess/(Deficit): | 1,016,676.77 | 1,012,358.27 | | | |

2022 BUDGET POSITION TOTALS

BENTON COUNTY FIRE PROTECTION DIS

Time: 15:30:46 Date: 10/19/2022

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| Fund | Revenue Budgeted | Received | | Expense Budgeted | Spent | |
|-------------------------------|------------------|---------------|--------|------------------|--------------|-------|
| 001 General Fund | 7,113,669.56 | 4,137,590.71 | 58.2% | 5,080,760.00 | 3,487,605.32 | 69% |
| 004 Health Reimbursement Fund | 89.32 | 87.61 | 98.1% | 0.00 | 0.00 | 0% |
| 007 Separation Fund | 195,435.33 | 196,035.72 | 100.3% | 0.00 | 0.00 | 0% |
| 099 Imprest Fund | 13,500.00 | 13,500.00 | 100.0% | 0.00 | 0.00 | 0% |
| 110 EMS Fund | 4,105,073.04 | 3,756,956.12 | 91.5% | 1,447,080.00 | 57,437.45 | 4% |
| 201 EMS Bond Fund | 18,970.83 | 19,077.66 | 100.6% | 0.00 | 0.00 | 0% |
| 202 Construction Bond Fund | 607,754.47 | 396,955.80 | 65.3% | 421,800.00 | 0.00 | 0% |
| 401 Construction Fund | 477,723.25 | 476,292.15 | 99.7% | 900,000.00 | 124,777.30 | 14% |
| 501 Equipment Fund | 522,286.25 | 518,194.45 | 99.2% | 0.00 | 0.00 | 0% |
| 601 Reserve Fund | 1,016,676.77 | 1,012,358.27 | 99.6% | 0.00 | 0.00 | 0% |
| | 14,071,178.82 | 10,527,048.49 | 74.8% | 7,849,640.00 | 3,669,820.07 | 46.8% |

ACCOUNTS PAYABLE PAID

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 15:31:11 Date: 10/19/2022

10/28/2022 To: 10/28/2022

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| Accts Pay # | Paid On | Year | Trans | Vendor ID | Vendor | Amount | Memo |
|--------------|-------------------|--------------------------|-------------|--------------|-------------------------------|-----------------|------------------------------------|
| 12368 | 10/28/2022 | 2022 | 1359 | 15 | AMAZON | 247.32 | STAND UP DESK CONVERTER/MAT |
| | 522 12 35 00 | Office Tools & Equipment | 001 000 522 | General Fund | | 247.32 | DESK CONVERTER/MAT |
| Invoice | | | | | | | |
| | | | | | 1GHL-KYFT-DY1C | 247.32 | STAND UP DEST CONVERTER/MAT |
| 12369 | 10/28/2022 | 2022 | 1361 | 42 | BENTON RURAL ELECTRIC | 1,938.13 | ELECTRICITY |
| | 522 50 47 10 | Electricity | 001 000 522 | General Fund | STA420-172850825 | 674.83 | |
| | 522 50 47 10 | Electricity | 001 000 522 | General Fund | STA-430-892000 | 774.11 | |
| | 522 50 47 10 | Electricity | 001 000 522 | General Fund | STA-410-31760125 | 288.26 | |
| | 522 50 47 10 | Electricity | 001 000 522 | General Fund | WELL-34400 | 32.24 | |
| | 522 50 47 10 | Electricity | 001 000 522 | General Fund | SHOP-602700 | 168.69 | |
| Invoice | | | | | | | |
| | | | | | 09302022 | 1,938.13 | ELECTRICITY |
| 12370 | 10/28/2022 | 2022 | 1362 | 690 | BPAS | 5,500.00 | HRA BENEFITS |
| | 522 12 20 04 | HRA Benefits | 001 000 522 | General Fund | | 500.00 | HRA BENEFITS |
| | 522 21 20 04 | HRA Benefits | 001 000 522 | General Fund | | 5,000.00 | HRA BENEFITS |
| Invoice | | | | | | | |
| | | | | | OCT22 | 5,500.00 | |
| 12374 | 10/28/2022 | 2022 | 1363 | 481 | CHARTER COMMUNICATIONS | 469.93 | STA 410 & 420 INTERNET |
| | 522 12 41 00 | Contract Services | 001 000 522 | General Fund | | 469.93 | STA 410 & 420 INTERNET |
| Invoice | | | | | | | |
| | | | | | 0000140100722 | 469.93 | STA 410 & 420 INTERNET |
| 12371 | 10/28/2022 | 2022 | 1364 | 628 | CI SHRED | 32.94 | SHRED SERVICE |
| | 522 12 41 00 | Contract Services | 001 000 522 | General Fund | | 32.94 | SHRED SERVICE |
| Invoice | | | | | | | |
| | | | | | 0140887 | 32.94 | SHRED SERVICE |
| 12372 | 10/28/2022 | 2022 | 1365 | 281 | CITY OF RICHLAND | 6,848.42 | DISPATCH SERVICE |
| | 522 24 41 00 | Dispatch Services | 001 000 522 | General Fund | | 6,848.42 | DISPATCH SERVICE |

ACCOUNTS PAYABLE PAID

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 15:31:11 Date: 10/19/2022
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10/28/2022 To: 10/28/2022

| Accts Pay # | Paid On | Year | Trans | Vendor ID | Vendor | Amount | Memo |
|-----------------------------|---------|------|--------------|-----------|--------------------------------|----------|--|
| 12373 10/28/20222022 | | | | | | | |
| | | | 1366 | 376 | CITY OF WEST RICHLAND | | |
| | | | | | | 6,848.42 | DISPATCH SERVICE |
| 12375 10/28/20222022 | | | | | | | |
| | | | 1367 | 70 | COLUMBIA BASIN COLLEGE | | |
| | | | | | | 1,500.00 | WATER/SEWER - STA430 IRR & STA420 |
| | | | 522 50 47 20 | | Water/Sewer/Natural Gas | 500.00 | STA430 IRR |
| | | | 522 50 47 20 | | Water/Sewer/Natural Gas | 1,000.00 | STA420 |
| 12376 10/28/20222022 | | | | | | | |
| | | | 1368 | 840 | CORWIN FORD | | |
| | | | | | | 2,524.64 | REPAIRS APP40 |
| | | | 522 60 48 00 | | Repair & Maint. - Automotive | 2,524.64 | REPAIRS APP40 |
| 12378 10/28/20222022 | | | | | | | |
| | | | 1306 | 986 | DESIGN WEST ARCHITECTS | | |
| | | | | | | 792.00 | FINAL 3% - ARCHITECTURAL SRV |
| | | | 594 22 62 01 | | Building Upgrade | 792.00 | FINAL 3% ARCHITECTURAL SRV |
| 12379 10/28/20222022 | | | | | | | |
| | | | 1370 | 123 | FIRE 4 ADVANCED TRAVEL | | |
| | | | | | | 187.00 | PER DIEM - ICS400 ESTRELLA |
| | | | 522 45 43 10 | | PerDiem & Lodging(Operations) | 187.00 | PER DIEM - ICS400 ESTRELLA |
| 12380 10/28/20222022 | | | | | | | |
| | | | 1371 | 704 | FIRE 4 CHECKING ACCOUNT | | |
| | | | | | | 33.00 | TOLL FEE TO WFCA SEMINAR - BRINK |
| | | | 522 11 43 00 | | Travel-Mileage & Airfare | 33.00 | TOLL FEE TO SEMINAR |

ACCOUNTS PAYABLE PAID

10/28/2022 To: 10/28/2022

| Accts Pay # | Paid On | Year | Trans | Vendor ID | Vendor | Amount | Memo |
|--------------|-------------------|-------------|-------------|------------|---|-----------------|---|
| | | | | | Invoice | | |
| | | | | 1283 | | 33.00 | TOLL FEE TO WFCA SEMINAR - BRINK |
| 12381 | 10/28/2022 | 2022 | 1372 | 141 | GENERAL FIRE APPARATUS | 1,391.36 | CLASS A FOAM (8) |
| | 522 21 31 00 | | | | Expendable Supplies - Suppress 001 000 522 General Fund | 1,391.36 | CLASS A FOAM (8) |
| | | | | | Invoice | | |
| | | | | 15522 | | 1,391.36 | CLASS A FOAM (8) |
| 12382 | 10/28/2022 | 2022 | 1373 | 509 | HUGHES FIRE EQUIPMENT INC. | 2,107.08 | PUMP TEST APP 15, 16, 34, 39, 47, 48 |
| | 522 60 48 00 | | | | Repair & Maint. - Automotive 001 000 522 General Fund | 2,107.08 | PUMP TEST |
| | | | | | Invoice | | |
| | | | | 582968 | | 351.18 | APP 34 |
| | | | | 582970 | | 351.18 | APP 48 |
| | | | | 582971 | | 351.18 | APP 47 |
| | | | | 582972 | | 351.18 | APP 16 |
| | | | | 582973 | | 351.18 | APP 39 |
| | | | | 582974 | | 351.18 | APP 15 |
| 12383 | 10/28/2022 | 2022 | 1373 | 509 | HUGHES FIRE EQUIPMENT INC. | 1,568.05 | NFPA/DOT INSPECTION APP 39 & 47 |
| | 522 60 48 00 | | | | Repair & Maint. - Automotive 001 000 522 General Fund | 1,568.05 | NFPA/DOT INSPECTION |
| | | | | | Invoice | | |
| | | | | 583262 | | 589.02 | NFPA/DOT INSPECTION APP 39 |
| | | | | 583264 | | 979.03 | NFPA/DOE INSPECTION APP 47 |
| 12384 | 10/28/2022 | 2022 | 1373 | 509 | HUGHES FIRE EQUIPMENT INC. | 5,738.44 | SERVICE APP 39 & 47 |
| | 522 60 48 00 | | | | Repair & Maint. - Automotive 001 000 522 General Fund | 5,738.44 | SERVICE APP 39 & 47 |
| | | | | | Invoice | | |
| | | | | 583261 | | 2,833.12 | SERVICE APP 39 |
| | | | | 583263 | | 2,905.32 | SERVICE APP 47 |
| 12385 | 10/28/2022 | 2022 | 1375 | 876 | ISOUSOURCE | 1,357.01 | MONITORING & MGMT SERVICES |
| | 522 12 41 00 | | | | Contract Services 001 000 522 General Fund | 1,357.01 | MONITORING & MGMT SRV |
| | | | | | Invoice | | |
| | | | | CW272023 | | 1,357.01 | MONITORING & MGMT SERVICES |

ACCOUNTS PAYABLE PAID

10/28/2022 To: 10/28/2022

| Accts Pay # | Paid On | Year | Trans | Vendor ID | Vendor | Amount | Memo |
|--------------|-------------------|------------------------------|-------------|-------------|-----------------------------|-----------------|----------------------------------|
| 12408 | 10/28/2022 | 2022 | 1375 | 876 | ISOUTSOURCE | 5,000.00 | BLOCK SUPPORT |
| | 522 12 41 00 | Contract Services | | 001 000 522 | General Fund | 5,000.00 | BLOCK SUPPORT |
| Invoice | | | | | | | |
| | | | | | CW272357 | 5,000.00 | BLOCK SUPPORT |
| 12377 | 10/28/2022 | 2022 | 1376 | 182 | LN CURTIS & SONS | 150.23 | HELMET |
| | 522 21 28 20 | PPE - Protective Clothing | | 001 000 522 | General Fund | 150.23 | HELMET |
| Invoice | | | | | | | |
| | | | | | 631653 | 150.23 | HELMET |
| 12386 | 10/28/2022 | 2022 | 1377 | 860 | NEWEGG | 184.73 | KEYBOARDS & MOUSE (5) |
| | 522 12 35 10 | Office Computer Equipment | | 001 000 522 | General Fund | 184.73 | KEYBOARDS & MOUSE (5) |
| Invoice | | | | | | | |
| | | | | | 1304068102 | 184.73 | KEYBOARDS & MOUSE (5) |
| 12388 | 10/28/2022 | 2022 | 1378 | 535 | O'REILLY AUTO PARTS | 128.87 | AIR FILTERS (2) |
| | 522 60 48 00 | Repair & Maint. - Automotive | | 001 000 522 | General Fund | 128.87 | AIR FILTERS (2) |
| Invoice | | | | | | | |
| | | | | | 3707-345730 | 128.87 | AIR FILTERS (2) |
| 12387 | 10/28/2022 | 2022 | 1379 | 702 | ON SCENE MEDICAL | 7,311.00 | PHYSICALS (8) |
| | 522 20 24 10 | Physicals/Innoculation | | 001 000 522 | General Fund | 7,311.00 | PHYSICALS (8) |
| Invoice | | | | | | | |
| | | | | | 2361 | 2,631.00 | PHYSICALS |
| | | | | | 2382 | 4,680.00 | PHYSICALS |
| 12389 | 10/28/2022 | 2022 | 1380 | 242 | OXARC | 166.22 | O2/CYLINDER RENTAL |
| | 522 70 31 00 | Expendable Supplies - EMS | | 001 000 522 | General Fund | 166.22 | O2/CYLINDER RENTAL |
| Invoice | | | | | | | |
| | | | | | 0031633350 | 83.37 | O2 |
| | | | | | 0031637697 | 56.28 | O2 |

ACCOUNTS PAYABLE PAID

10/28/2022 To: 10/28/2022

| Accts Pay # | Paid On | Year | Trans | Vendor ID | Vendor | Amount | Memo |
|--------------|-------------------|--------------------------------|-------------|-------------|--------------------------------------|-----------------|--|
| | | | | 0061291609 | | 26.57 | CYLINDER RENTAL |
| 12390 | 10/28/2022 | 2022 | 1381 | 885 | PACIFIC OFFICE AUTOMATION | 43.52 | COPIER USAGE |
| | 522 12 41 00 | Contract Services | | 001 000 522 | General Fund | 43.52 | COPIER USAGE |
| Invoice | | | | | | | |
| | 628073 | | | | | 43.52 | COPIER USAGE |
| 12391 | 10/28/2022 | 2022 | 1382 | 998 | PERFORMANCE SYSTEMS INTEGRATI | 900.16 | ANNUAL FIRE EXTINGUISHER INSPEC/TESTING |
| | 522 21 48 10 | Fire Extinguisher Maint | | 001 000 522 | General Fund | 900.16 | FIRE EXTINGUISHER INSPEC/TESTING |
| Invoice | | | | | | | |
| | MI-0001297 | | | | | 900.16 | ANNUAL FIRE EXTINGUISHER INSPEC/TESTING |
| 12392 | 10/28/2022 | 2022 | 1383 | 293 | SEA WESTERN | 445.24 | BOOTS |
| | 522 21 28 20 | PPE - Protective Clothing | | 001 000 522 | General Fund | 445.24 | BOOTS |
| Invoice | | | | | | | |
| | 18877 | | | | | 445.24 | BOOTS |
| 12393 | 10/28/2022 | 2022 | 1384 | 305 | SNURE LAW OFFICE | 893.75 | LEGAL SERVICES |
| | 522 14 41 00 | Legal Services | | 001 000 522 | General Fund | 893.75 | LEGAL SERVICES |
| Invoice | | | | | | | |
| | 10012022 | | | | | 893.75 | LEGAL SERVICES |
| 12399 | 10/28/2022 | 2022 | 1386 | 475 | US BANK | 278.41 | VISA-BENITZ |
| | 522 45 31 00 | Expendable Supplies - Training | | 001 000 522 | General Fund | 128.21 | AEMT WORKBOOK |
| | 522 45 43 20 | Registration Fees(Operations) | | 001 000 522 | General Fund | 135.00 | ISFSI MEMBERSHIP - ROGERS |
| | 522 60 31 00 | Expendable Supplies - Automot | | 001 000 522 | General Fund | 15.20 | WIPER BLADES FOR APP46 |
| Invoice | | | | | | | |
| | BENI-102022 | | | | | 278.41 | VISA-BENITZ |
| 12400 | 10/28/2022 | 2022 | 1386 | 475 | US BANK | 5,988.80 | VISA-BORSCHOWA |
| | 522 12 35 10 | Office Computer Equipment | | 001 000 522 | General Fund | 1,689.68 | CELL AMPS (3) |
| | 522 12 35 10 | Office Computer Equipment | | 001 000 522 | General Fund | 3,260.97 | TABLETS FOR MDT/AMBULANCE |
| | 522 12 35 10 | Office Computer Equipment | | 001 000 522 | General Fund | 63.60 | PARTS FOR CELL BOOSTER |

ACCOUNTS PAYABLE PAID

BENTON COUNTY FIRE PROTECTION DISTRICT #4

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| Accts Pay # | Paid On | Year | Trans | Vendor ID | Vendor | Amount | Memo | |
|--------------|---------------------------------|-------------|--------------|-----------|--------|--------|-----------------------------|---------------------|
| 522 12 41 00 | Contract Services | 001 000 522 | General Fund | | | 953.30 | O365 SUBSCRIPTIONS | |
| 522 12 41 00 | Contract Services | 001 000 522 | General Fund | | | 21.25 | SERVER BACKUP INTO CLOUD | |
| Invoice | | | | | | | | |
| | | | | | | | 5,988.80 | VISA-BORSCHOWA |
| | | | | | | | 852.93 | VISA-BRADLEY |
| 522 12 31 00 | Expendable Office Supplies | 001 000 522 | General Fund | | | 33.32 | REFRESHMENTS | |
| 522 12 35 00 | Office Tools & Equipment | 001 000 522 | General Fund | | | 5.86 | SUPPLIES | |
| 522 12 48 20 | WebPage Maintenance | 001 000 522 | General Fund | | | 4.56 | WEBSITE SERVICES | |
| 522 45 43 11 | PerDiem & Lodging(Admin) | 001 000 522 | General Fund | | | 29.79 | PER DIEM - WFAS CONF | |
| 522 45 43 21 | Registration Fees(Admin) | 001 000 522 | General Fund | | | 779.40 | CIA EXAM REVIEW CLASS | |
| Invoice | | | | | | | | |
| | | | | | | | 852.93 | VISA-BRADLEY |
| | | | | | | | 108.53 | VISA-CARAWAY |
| 522 21 31 10 | Supplies - Support Service | 001 000 522 | General Fund | | | 108.53 | AED BATTERIES | |
| Invoice | | | | | | | | |
| | | | | | | | 108.53 | VISA-CARAWAY |
| | | | | | | | 629.97 | VISA-HARPER |
| 522 24 35 00 | Non-Expendable Supplies - Rad | 001 000 522 | General Fund | | | 604.49 | MSA TAG ASSY, ELECTRONIC ID | |
| 522 50 31 00 | Expendable Supplies -Facilities | 001 000 522 | General Fund | | | 25.48 | CLEANING SUPPLIES | |
| Invoice | | | | | | | | |
| | | | | | | | 629.97 | VISA-HARPER |
| | | | | | | | 569.59 | VISA-LONGIE |
| 522 50 35 00 | Tools & Equipment - Facilities | 001 000 522 | General Fund | | | 569.59 | WATER FILTERS/CARTRIDGE | |
| Invoice | | | | | | | | |
| | | | | | | | 569.59 | VISA-LONGIE |
| | | | | | | | 423.89 | VISA-NEWTON |
| 522 50 35 00 | Tools & Equipment - Facilities | 001 000 522 | General Fund | | | 315.21 | WIRE SHELVES | |
| 522 60 31 00 | Expendable Supplies - Automot | 001 000 522 | General Fund | | | 108.68 | CHARGERS FOR TABLETS (2) | |

ACCOUNTS PAYABLE PAID

BENTON COUNTY FIRE PROTECTION DISTRICT #4

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| Accts Pay # | Paid On | Year | Trans | Vendor ID | Vendor | Amount | Memo |
|----------------|-------------------|-------------|-------------|---------------|--|-----------------|------------------------------|
| Invoice | | | | | | | |
| | | | | NEWT-102022 | | 423.89 | VISA-NEWTON |
| 12406 | 10/28/2022 | 2022 | 1386 | 475 | US BANK | 840.43 | VISA-PUITZ |
| | 522 24 48 00 | | | | Repair & Maintenance - Radios 001 000 522 General Fund | 840.43 | MAGNETIC MIC BLUK PK |
| Invoice | | | | | | | |
| | | | | PUIT-102022 | | 840.43 | VISA-PUITZ |
| 12394 | 10/28/2022 | 2022 | 1387 | 974 | VITAL RECORDS CONTROL | 211.95 | STORAGE MONTHLY FEE |
| | 522 12 41 00 | | | | Contract Services 001 000 522 General Fund | 211.95 | STORAGE MONTHLY FEE |
| Invoice | | | | | | | |
| | | | | 2885055 | | 211.95 | STORAGE MONTHLY FEE |
| 12395 | 10/28/2022 | 2022 | 1388 | 817 | VOYAGER | 3,369.52 | FUEL |
| | 522 60 32 00 | | | | Fuels 001 000 522 General Fund | 3,369.52 | FUEL |
| Invoice | | | | | | | |
| | | | | 8693879692240 | | 3,369.52 | FUEL |
| 12397 | 10/28/2022 | 2022 | 1389 | 814 | WESTERN STATE EQUIPMENT PASCO | 734.81 | GENERATOR WORK |
| | 522 50 48 00 | | | | Repair & Maint. - Facilities 001 000 522 General Fund | 734.81 | GENERATOR WORK |
| Invoice | | | | | | | |
| | | | | 002144061 | | 734.81 | GENERATOR WORK |
| 12398 | 10/28/2022 | 2022 | 1391 | 394 | YOKE'S FOODS | 69.85 | ICE, REFRESHMENTS |
| | 522 12 31 00 | | | | Expendable Office Supplies 001 000 522 General Fund | 31.00 | REFRESHMENTS |
| | 522 21 31 10 | | | | Supplies - Support Service 001 000 522 General Fund | 38.85 | ICE |
| Invoice | | | | | | | |
| | | | | 051764524 | | 16.00 | REFRESHMENT |
| | | | | 071136135 | | 15.00 | REFRESHMENT |
| | | | | 101363747 | | 38.85 | ICE |
| 12407 | 10/28/2022 | 2022 | 1392 | 907 | ZIPLY FIBER | 247.48 | DEDICATED PHONE LINES |

ACCOUNTS PAYABLE PAID

BENTON COUNTY FIRE PROTECTION DISTRICT #4

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10/28/2022 To: 10/28/2022

| Accts Pay # | Paid On | Year | Trans | Vendor ID | Vendor | Amount | Memo |
|-------------|----------|---------------|-------|-------------|--------------|--------|-----------------------|
| 522 | 12 42 00 | Phone Service | | 001 000 522 | General Fund | 247.48 | DEDICATED PHONE LINES |

Invoice

10102022 247.48 DEDICATED PHONE LINES

Total: 61,861.40

Fund

001 General Fund 61,069.40
401 Construction Fund 792.00

We, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against Benton County Fire District #4, and that we are authorized to authenticate and certify to said claim.

**INTERGOVERNMENTAL AGREEMENT
FOR EMAC AND PNEMA ASSISTANCE BETWEEN**

Washington Military Department
Bldg #20, M.S.TA-20
Camp Murray, Washington 98430-5122

AND Benton County Fire District #4
2604 Bombing Range Rd.
West Richland, WA 99353-7717

FAX: 253.512.7203

Phone: 509-967-2945
Fax: 509-967-5222

Contact Person: Mark Douglas
Email: mark.douglas@mil.wa.gov
Phone: 253.512.7097

Contact Person: Slita Bradley
Email: sbradley@bcfd4.org

Contact Person: Greg F. Glinski
Email: greg.glinski@mil.wa.gov
Phone: 253.929.4707

SWV:0104007
UBI: 601-140-601

Start Date: Upon Signature

End Date: 5-years from Contract Signatures

1. INTRODUCTION:

This Intergovernmental Agreement (Agreement), pursuant to Ch. 38.10 RCW (Emergency Management Assistance Compact (EMAC)), Ch. 39.34 RCW (Interlocal Cooperation Act), Ch. 38.52 RCW (Emergency Management Act), and the Pacific Northwest Emergency Management Arrangement (PNEMA), is made and entered into by and between the Washington State Military Department through its Emergency Management Division (EMD), and the local jurisdiction within the State of Washington identified above, hereinafter referred to as "Jurisdiction". EMD, through these authorities, coordinates interstate mutual aid according to the model presented in the National Strategy for Homeland Security. EMAC, Chapter 38.10 RCW, and Public Law 104-321, authorize and direct the deployment of certain necessary mutual aid between the EMAC participants, who are currently all fifty states, Puerto Rico, Guam, the U.S. Virgin Islands, and the District of Columbia. PNEMA and Public Law 105-381 authorize and direct the deployment of certain necessary mutual aid between the PNEMA participants, who are currently the States of Alaska, Idaho, Oregon, and Washington, the Canadian Province of British Columbia, and the Yukon Territory. This Agreement provides for the use of authorized resources (including employees and equipment) of the Jurisdiction in responding to requests for EMAC or PNEMA assistance from a participating party in which EMD has identified authorized resources of the Jurisdiction that are qualified and immediately available to deploy and perform the requested EMAC or PNEMA assistance in a requesting participating party.

2. SCOPE:

Pursuant to this Agreement, the authorized resources of the Jurisdiction will be deployed to provide EMAC or PNEMA assistance. When the deployed authorized resources of the Jurisdiction are employees of the Jurisdiction, those Jurisdiction employees will be treated as state employees for purposes of EMAC or PNEMA deployment only and will be entitled to the rights and benefits under EMAC or PNEMA available to state officers and employees, but not for any other purpose. The Jurisdiction will be reimbursed for authorized costs incurred as a result of authorized resource deployment as provided in this Agreement.

3. Authorization and Deployment of Resources

- a. This Agreement is not an authorization to deploy. EMAC and PNEMA deployment of the Jurisdiction's resources under this Agreement shall only be authorized as provided in a completed amendment to this Agreement in the form of "Attachment A" that has been mutually executed by the parties. The Jurisdiction shall not deploy any resources under this Agreement except in

compliance with such authorization. No reimbursement will be provided for resources deployed inconsistent with such authorization.

- b. Jurisdiction resources authorized for deployment under this Agreement (the "authorized resources") are only those listed on mutually executed amendments in the form attached hereto as "Attachment A" that references this Agreement by number and includes the authorized charge code, EMAC or PNEMA mission number and disaster name, identification of the authorized resource (employee/equipment), description of the anticipated EMAC or PNEMA duties, maximum reimbursement, estimated duration of deployment, reporting location, point of contact at the destination, and completed verification of credentials.

4. Financial Management and Reimbursement

- a. The Military Department will reimburse the Jurisdiction for the expenses of authorized resources deployed under this Agreement up to the maximum amount provided for herein to the extent supported by proper documentation establishing the expenses were actually incurred pursuant to authorized deployment under the Agreement. No reimbursement will be provided for resources deployed inconsistent with the authorization contained in a completed amendment to this Agreement in the form attached hereto as "Attachment A" that has been mutually executed by the parties.
- b. The authorized resource expenses that may be reimbursed are only those contained in a completed amendment to this Agreement in the form attached hereto as "Attachment A" that has been mutually executed by the parties, and include employee salary, benefits, overtime, air and land travel expenses, lodging, and per diem; and equipment use and operation costs. Unless this Agreement is amended by Attachment A to provide otherwise, lodging and per diem shall only be reimbursed in accordance with the Federal General Services Administration (GSA) rates for the applicable deployment location existing at the time of deployment under this Agreement, which are located at <http://www.gsa.gov/portal/category/21287>.
- c. The maximum amount of reimbursement for Fire District and Fire Department authorized resources shall be based on the State Fire Chiefs Rate Schedule in effect at the time of deployment, which is incorporated herein by reference. For all other Jurisdictions, the maximum amount of reimbursement for authorized employee expenses under this Agreement shall be the lesser of (1) the maximum amount identified in the mutually executed Attachment A to this Agreement and amendments thereto, or (2) the amount that the employee would have received in the absence of this Agreement. In no case will reimbursement for authorized resources of any Jurisdiction (including Fire Districts and Fire Departments) exceed the maximum estimated total resource cost identified in the mutually executed Attachment A or a subsequent mutually executed written amendment thereto in the same form.
- d. The Jurisdiction shall maintain books, records, documents, receipts and other evidence which sufficiently and properly support and reflect all costs and expenditures authorized by this Agreement. These records shall be subject to inspection, review or audit during normal business hours by authorized Department personnel or its designee(s), the Office of the State Auditor, and federal officials so authorized by law. Such books, records, documents, receipts and other material relevant to this Agreement shall be retained for six (6) years after expiration.
- e. The Jurisdiction will submit a final state invoice voucher identifying this Agreement and the appropriate charge code to the Military Department within 45 days after return by the deployed authorized resource, and must include documentation and receipts supporting all claimed reimbursement. The Jurisdiction agrees to immediately comply with any request by EMD for additional supporting documentation or receipts.

5. Resource Management

- a. The Jurisdiction agrees that it will only deploy employees as authorized resources under this Agreement who are fully qualified and capable of performing the duties described in the completed and mutually executed Attachment A and under the conditions described therein. The Jurisdiction

agrees that if any of its employees deployed as an authorized resource under this Agreement are determined by the EMAC or PNEMA requesting participant, in its sole discretion, to not meet this requirement, those employees may in the sole discretion of the EMAC or PNEMA requesting participant be returned to the Jurisdiction from which they deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the employee(s) will not be reimbursed under this Agreement. Such qualifications and capabilities shall include, but not be limited to, the following:

- 1) Has completed training for ICS 100, 700 and 800;
- 2) Has received training customary or required for the position for which they are being deployed;
- 3) Currently possesses all certifications and licenses required in the state of Washington to perform the duties for which they are being deployed;
- 4) Has past experience operating in the position for which they are being deployed; and
- 5) Has the ability to fully and effectively perform all duties of the position for which they are being deployed.

The Jurisdiction agrees to maintain documentation of its authorized employee's qualifications and capabilities, and sign a completed Verification of Credentialing form as provided in Attachment A as part of any amendment authorizing resource deployment under this Agreement.

- b. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement exhibit behavior, conduct or other condition that, in the sole discretion of the EMAC or PNEMA requesting participant, interferes with the employee's ability to perform the duties for which they are deployed, that employee may, in the sole discretion of the EMAC or PNEMA requesting participant, be returned to the Jurisdiction from which they deployed at the sole cost and expense of the Jurisdiction, and such cost and expense will not be reimbursed under this Agreement.
- c. The Jurisdiction agrees that it will only deploy equipment as an authorized resource under this Agreement that is in good working order and condition when deployed. Any such equipment determined by the EMAC or PNEMA requesting participant in its sole discretion not to have been in good working order or condition at the time of deployment may, in the EMAC or PNEMA requesting participant's sole discretion, be returned to the Jurisdiction from which it was deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the equipment will not be reimbursed under this Agreement.
- d. The Jurisdiction agrees that its employees deployed under this Agreement will be required by the Jurisdiction to conduct themselves in a professional and ethical manner throughout the period of deployment, consistent with all laws, regulations and policies applicable to the Jurisdiction and its employees.
- e. Hold Harmless. To the extent allowed by law, each party shall defend, protect and hold harmless the other party from and against any claims, suits, and/or actions arising from any negligent act or omission of that party's employees, agents and or authorized representatives while performing under this Agreement.

6. Alterations And Amendments

This Agreement and any of its Attachments may only be altered or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. All other terms and conditions of this Agreement shall remain in full force and effect and binding upon the parties.

7. Termination

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

8. All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the Department:

For the Jurisdiction:

BY: _____ Date
Regan Anne Hesse
Chief Financial Officer
Washington Military Department

BY: _____ Date
Paul Carlyle
Fire Chief
Benton County Fire District 4

BOILERPLATE APPROVED AS TO FORM:

Brian Buchholz 7/10/2018
Assistant Attorney General



ZOLL Medical Corporation

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

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

Quote No: Q-38222 Version: 2

Benton County Fire District #4
2604 Bombing Range Road
West Richland, WA 99353

Matthew Borschowa
5099672945
mborschowa@bcfd4.org

Issued Date: October 4, 2022
Expiration Date: December 31, 2022

Prepared by: Amy Turley
EMS Territory Manager
aturley@zoll.com

ZOLL Medical is pleased to offer Benton County Fire District #4 the following special ZOLL ONE Program for the devices, accessories, software, and warranty options included in the table listed at the end of this quote.

ZOLL One Program Summary

| | |
|-----------------------|------------|
| Structure | ZOLL One |
| Payment Term | 10 Years |
| Payment Mode | Monthly |
| Payment Amount | \$3,157.89 |

1. This Quote expires on December 31, 2022. Pricing is subject to change after this date.
2. Pending credit and financial approval. First payment is due Net 30 Days from date of shipment.
3. Payment amount does not include applicable taxes.
4. A signed Master Lease Agreement is required in order to execute this program.

Trade Unit Considerations

Trade-In values valid through December 31, 2022 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.



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The following items represent the devices, accessories, software, and warranty options included in the lease summary on page one.

| Item | Part Number | Description | Quantity |
|------|----------------|---|----------|
| 1 | 601-2231101-01 | X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, CPR Expansion Pack | 4 |
| 2 | 8900-0400 | CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case | 1 |
| 3 | 8300-000676 | OneStep Cable, X Series | 4 |
| 4 | 8009-0020 | CPR-D-padz and CPR Stat Padz Connector for R Series | 4 |
| 5 | 8900-000220-01 | OneStep Pediatric CPR Electrode (8 per case) | 1 |
| 6 | 8300-000208 | Microstream Advance Adult-Pediatric Intubated CO2 Filter Line, Short Term Use, Box of 25 | 1 |
| 7 | 8300-000200 | Microstream Advance Adult Oral-Nasal CO2 Filter Line With O2 Tubing, Short Term Use, Box of 25 | 1 |
| 8 | 8000-001128 | Accuvent Flow Tube (Box of 10) | 4 |
| 9 | 8000-0895 | Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs | 4 |
| 10 | 8000-001392 | Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable | 4 |
| 11 | 8000-000371 | rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft) | 4 |
| 12 | 8000-0580-01 | Six hour rechargeable Smart battery | 8 |
| 13 | 8200-000100-01 | Single Bay Charger for the SurePower and SurePower II batteries | 3 |
| 14 | 8000-000876-01 | Paper, Thermal, w/Grid, BPA Free (Box of 6) | 4 |
| 15 | 8707-000502-01 | X Series Accessory Carry Case - Printer Chute with Single Zipper | 4 |
| 16 | 8000-002005-01 | Cable Sleeve, Propaq / X Series, ZOLL Blue | 4 |
| 17 | 8012-0206 | 12-lead ECG Simulator | 1 |
| 18 | 8900-0190 | Training CPR Stat-padz | 1 |
| 19 | 8778-89055-WF | X Series - Worry-Free Service Plan - 5 Years On-Site At Time of Sale | 4 |
| 20 | 8400-110045 | CaseReview Premium Subscription, R Series and X Series, Hosted | 4 |
| 21 | REUSE-11L-2MQ | Welch Allyn REUSE-11L-2MQ Cuff, Adult Long, 2-Tube, Twist Lock connector | 4 |



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| Item | Part Number | Description | Quantity |
|------|--------------|--|----------|
| 22 | 6008-9901-61 | ZOLL X Series Trade In Allowance (EMS Group) | 4 |



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ALS/BLS Software Solutions Master Application Service Provider Agreement

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

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

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

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

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

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

3.4. Service Level Agreement.

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

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



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

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

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

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

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

3.4.7. Customer Content; Security; Backup.

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

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

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

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

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

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

4. Implementation Services. ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the “Implementation Services”). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer’s premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and



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the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a "reasonable efforts" basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL's negligence.

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

5.1. Support.

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

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

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

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

5.1.5. Exceptions. ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

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

6. Warranties.

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

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

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

7. Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential



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("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this [Section 7](#) with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

8. Indemnification.

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

8.2. By Customer. Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties' use or misuse of any of the Software or Services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

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

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

11. Term and Termination.



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

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

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

12. General Provisions.

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

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

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

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

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

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

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

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

12.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force



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and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Customer

Signature:

Name: _____

Title: _____

Company: _____

Company Address: _____

Date: _____



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

Benton County Fire District #4
Quote No: Q-38222 Version: 2

MASTER LEASE AGREEMENT

This Master Lease Agreement (together with all annexes, certificates, documents, exhibits, and schedules attached here to and hereby made a part hereof, this “Master Agreement” or “Lease”) is entered into by and between ZOLL Medical Corporation, a Massachusetts corporation (“Lessor”), and **Benton County Fire District #4** (“Lessee”).

1. MASTER AGREEMENT; SCHEDULES. This Master Agreement sets forth the general terms and conditions upon which Lessor shall rent to Lessee and Lessee shall rent from Lessor the equipment (“Equipment”) set forth on a schedule in the form of Schedule A1 (each, a “Schedule”). Each Schedule, when executed by Lessee and Lessor, will constitute a separate Lease.

2. INITIAL TERM AND TERM. The initial term of each Lease stated in and evidenced by a Schedule executed pursuant to this Section 2 (“Initial Term”) will begin on the delivery date (“Delivery Date”) of the Equipment subject to that Lease and will continue for the period described in the applicable Schedule.

3. RENT; LATE CHARGES. As rent for the Equipment under any “Rent”, Lessee agrees to pay the amounts specified in the applicable Schedule on the due dates specified in the applicable Schedule of this Master Agreement. If any part of any Rent payment or other amount due under this Master Agreement is not paid within five (5) days of its due date and if sufficient funds have been appropriated to make such Rent payments or other amounts due. Lessee agrees to pay Lessor a charge for every month after the first month in which the amount is late to compensate Lessor for the inability to reinvest the amount, which charge is stipulated and liquidated at 1.5% of the delayed amount per month (or the lesser rate that is the maximum rate allowable under applicable law) in addition to the unpaid amount.

4. LEASES NON-CANCELABLE; NET LEASES; WAIVER OF DEFENSES TO PAYMENT. Lessee agrees that it has an absolute and unconditional obligation to pay all rent and other amounts when due. Lessee is not entitled to abate, reduce or recoup rent or any other amount due, or to set off any charge against any such amount for any reason whatsoever. Lessee hereby waives any recoupment, cross-claim, counterclaim or any other defense at law or in equity to any rentpayment or other amount due with respect to any lease, whether any such defense arises out of this master agreement. There is no “test period” for the equipment.

5. EQUIPMENT RETURN REQUIREMENTS. Unless Lessee is purchasing the Equipment in accordance with the applicable Schedule, Lessee shall return the Equipment in accordance with this Section and shall remain obligated to pay Rent until the Equipment is returned. Not later than five (5) days after the last day of the aggregate term of a Lease, including the Initial Term, any Renewal Term (as defined more fully in Schedule A1) and any optional or other automatic extension of the Initial Term or any Renewal Term (“Total Term”) of each Lease (and any other time Lessee is required to return Equipment to Lessor under the terms of this Master Agreement or any Schedule), for all Equipment to be returned to Lessor, Lessee shall (a) remove any Lessee labels, tags or other identifying marks on the Equipment and wipe clean or permanently delete all data contained on the Equipment, including, any data contained on internal or external drives, discs, or accompanying media, (b) pack the Equipment in accordance with the manufacturer’s guidelines, and (c) deliver such Equipment to Lessor at any destination within the continental United States designated by Lessor. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. All Equipment shall be returned to Lessor in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted. The return of the Equipment shall constitute a full release by Lessee of any leasehold rights or possessory interest in the Equipment.

6. EQUIPMENT USE; MAINTENANCE AND ADDITIONS. Lessee shall, at all times during the applicable Total Term (a) operate and maintain the Equipment furnished by Lessor to Lessee in order to secure Lessee’s obligations under any Schedule (“Collateral”) in good working order, repair and condition, and in accordance with the manufacturer’s specifications and recommendations, all applicable laws and regulations, and (b) purchase and use only accessories provided by Lessor for use with the Equipment. Worry- Free Service Plan is included in the price, and illustrated on the associated quotation, over the Total Term of the ZOLL One Program as described in Exhibit B attached hereto. In the event of any conflict between the terms and conditions contained in this Master Lease Agreement and the terms and conditions contained in Exhibit B (Worry-Free Service Plan), the terms and conditions in Exhibit B (Worry-Free Service Plan) shall control. Lessee shall make no alterations or additions to the Equipment or other Collateral, except those that will not result in the creation of any security interest, lien or encumbrance on the Equipment or other Collateral or impair the value or use of the Equipment or other Collateral either at the time made or at the end of the Total Term of the applicable Lease, and that are readily removable without damage to the Equipment or other Collateral. Any such alterations or additions may void the Worry-Free Service Plan

Additionally, Lessor warrants to the Lessee that from the earlier of the date of installation or thirty (30) days after the date of shipment from Lessor’s facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. After such thirty (30) and ninety (90) day periods the warranty will be as set forth on Exhibit B. During such 30/90 period Lessor will at no charge to the Lessee either repair or replace (at Lessor’s sole option) any part of the Equipment found by Lessor to be defective in material or workmanship. If Lessor’s inspection detects no defects in material or workmanship, Lessor’s regular service charges shall apply. Lessor shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Lessee, unless such modification is made with the prior written approval of Lessor; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by Lessor; or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental,

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power or operating constraints specified by Lessor; or (v) installation or wiring of the Equipment other than in accordance with Lessor's instructions. Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware").

Except for the warranties contained in this Section 6 and Exhibit B (Worry-Free Service Plan), Lessor makes no further warranties, and specifically disclaims all implied warranties.

7. EQUIPMENT OWNERSHIP; LOCATION. As between Lessor and Lessee, Lessor is the sole owner of the Equipment and has sole title thereto. Lessee may not relocate any Equipment or other Collateral from the Equipment Location specified in the applicable Schedule within the United States without the prior written consent of Lessor.

8. RISK OF LOSS AND INSURANCE. Lessee assumes any and all risk of loss or damage to the Equipment until such Equipment is returned to and received by Lessor in accordance with the terms and conditions of this Master Agreement. Lessee agrees to keep the Equipment and other Collateral in its possession insured at Lessee's expense against all risks of loss from any cause whatsoever, including, loss by fire (including extended coverage), theft and damage, and such insurance shall cover not less than the (a) amount equal to the sum of all Rent and other amounts due and owing with respect to such Equipment as of the date of payment of such amount for the then remaining Term, plus the estimated total retail price that would be paid for any specified Equipment in an arm's length transaction ("Fair Market Value") as of the scheduled expiration of the then-applicable Term of the related Lease ("Stipulated Loss Value") or (b) with respect to any other Collateral, the replacement value thereof. Lessee also agrees that it shall carry commercial general liability insurance in an amount not less than \$5,000,000 total liability per occurrence. Lessee shall cause Lessor and its affiliates, and its and their successors and assigns, to be named loss payees with respect to property insurance and additional insureds with respect to commercial general liability insurance. Each policy shall provide that the insurance cannot be canceled without at least 30 days' prior written notice to Lessor. In the event of loss or claim, lessee will be responsible for all deductibles and/or retentions. All insurance required by this Master Agreement shall include a waiver of rights of recovery against Lessor or its insurers by the Lessee and its insurers, as well as a waiver of subrogation against Lessor or its insurers. All insurance required by this agreement is primary and non-contributory to any other insurance maintained by Lessor. Lessee shall provide to Lessor (i) on or prior to the Delivery Date for each Lease, and from time to time thereafter throughout the Total Term of each Lease, certificates of insurance evidencing such insurance coverage, and (ii) upon Lessor's request, copies of the insurance policies. If Lessee fails to provide Lessor with such evidence, then Lessor will have the right, but not the obligation, to purchase such insurance protecting Lessor at Lessee's expense. Lessee's expense shall include the full premium paid for such insurance and any customary charges, costs, or fees of Lessor, including but not limited to deductibles and retentions in the event of loss. Lessee agrees to pay such amounts in substantially equal installments allocated to each Rent payment

9. CASUALTY LOSS. Lessee shall notify Lessor of any condemnation, taking, loss, destruction, theft, or damage beyond repair of Equipment ("Casualty Loss") or repairable damage to any Equipment not later than 5 days following the date of any such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss. In the event of any repairable damage to any Equipment, the Lease shall continue with respect to such Equipment without any abatement of Rent and Lessee shall at its expense cause such Equipment to be repaired to the condition it is required to be maintained in pursuant to Section 5 not later than 30 days from the date of the occurrence.

10. INSPECTION. Lessor and Lessor's agents shall have the right, from time to time, during Lessee's normal business hours, and without disruption to Lessee's operations, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment.

11. TAXES. 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 Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be reported and paid by Lessee ("Lessee Taxes"). Lessee shall within 10 days of invoice reimburse Lessor for all such Lessee Taxes paid by Lessor, together with any penalties or interest in connection therewith attributable to Lessee's acts or failure to act, excluding

(a) Lessee Taxes on or measured by the overall gross or net income of Lessor, (b) as to any Lease or the related Equipment, Lessee Taxes attributable to the period after the return of such Equipment to Lessor, and (c) Lessee Taxes imposed as a result of a sale or other transfer by Lessor of any portion of its interest in any Lease or in any Equipment, except for a sale or other transfer to Lessee or a sale or other transfer occurring after and during the continuance of any Lessee Default.

12. GENERAL INDEMNITY. To the extent permitted by applicable law, Lessee shall indemnify, defend, and hold harmless Lessor, its employees, officers, directors, agents, and assignees from and against any and all claims arising out of or in connection with any matter involving this Master Agreement, the Equipment, or any Lease.

13. TAX BENEFIT INDEMNITY. Lessor and Lessee agree that Lessor is entitled to certain federal, state, and local tax benefits available to an owner of Equipment (collectively, "Tax Benefits"). Lessee represents, warrants, and covenants to Lessor that (a) all Equipment will be used solely within the United States; and (b) Lessee will take no position inconsistent with the assumption that Lessor is the owner of

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the Equipment for federal, state, and local tax purposes. If, due to any act or omission of Lessee or any party acting through Lessee, or the breach or inaccuracy of any representation, warranty or covenant of Lessee contained in the Master Agreement, Lessor reasonably determines that it cannot claim, is not allowed to claim, loses or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Lease (a "Tax Loss"), then Lessee shall, promptly upon demand pay to Lessor an amount sufficient to provide Lessor the same after-tax rate of return and aggregate after-tax cash flow through the end of the then-applicable Term of such Lease that Lessor would have realized but for such Tax Loss except where the Lessor would not be entitled to such Tax Benefits.

14. LIMITATION OF LIABILITY. 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 MASTER AGREEMENT OR CONCERNING ANY EQUIPMENT OR SOFTWARE. LESSEE WAIVES ALL RIGHTS AND REMEDIES AGAINST LESSOR CONFERRED UPON LESSEE BY THE UCC.

15. LESSEE REPRESENTATIONS AND COVENANTS.

Lessee represents, warrants and covenants to Lessor that as of the date of this Master Agreement and for so long as this Master Agreement shall remain in effect: (a) ALL EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) Lessee is duly organized and validly existing under applicable law in its jurisdiction of formation as a political subdivision of the State of Washington; (c) Lessee has the power and authority to enter into the Master Agreement; (d) the execution, delivery and performance of the Master Agreement by Lessee have been duly authorized; (e) the execution, delivery and performance of the Master Agreement by Lessee do not (1) conflict with any of Lessee's organizational documents, (2) contravene, conflict with, constitute a default under or violate any laws applicable to the Lessee, (3) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any governmental authority by which Lessee or any of its subsidiaries or any of their property or assets may be bound or affected or (4) require any action by, filing, registration, or qualification with, or governmental approval from, any governmental authority not already obtained or completed; (f) the Master Agreement is enforceable against Lessee in accordance with its terms and such terms do not violate or create a default under any instrument or agreement binding on Lessee; (g) as of the date of its execution of this Master Agreement and as of the Delivery Date of any Equipment, there are no pending or threatened actions or proceedings before any court, administrative agency or other governmental authority related to this Master Agreement or the power or authority of Lessee to enter into this Master Agreement; (h) Lessee shall comply with the requirements of all applicable laws and regulations; (i) the Master Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (j) all financial statements and other related information furnished by Lessee shall fairly present Lessee's financial position as of the dates given on such statements; (k) Lessee's name set forth in the signature block below is Lessee's full and accurate legal name; (l) Lessee's form and jurisdiction of organization, "location" (within the meaning of UCC Section 9-307), organization number and federal tax identification number are as set forth on Annex A hereto. Lessee agrees to provide Lessor advance written notice of any change in any of the representations and covenants set forth in clauses (g) through (l) of this Section 15.

16. DEFAULT. Any of the following shall constitute a default by Lessee (a "Lessee Default") under this Master Agreement and all Leases: (a) Lessee fails to pay any Rent payment or any other amount payable to Lessor under this Master Agreement or any Schedule on the date due; or (b) Lessee defaults on or breaches any of the other terms and conditions of the Master Agreement and all Leases; or (c) any representation or warranty made by Lessee in the Master Agreement proves to be incorrect, false or misleading when made or deemed made; or (d) any change occurs in relation to Lessee's, or any guarantor of all or any portion of Lessee's obligations under the Master Agreement or any Lease ("Guarantor's"), business, management, ownership or financial condition that would have a material adverse effect on Lessee's ability to perform its obligations under this Master Agreement or any Schedule or Guarantor's ability to perform its obligations under its guaranty; or (e) Lessee or Guarantor dissolves or otherwise terminates its existence, ceases to do business or becomes insolvent or fails generally to pay its debts as they become due; or (f) any Collateral is levied against, seized or attached; or (g) Lessee or Guarantor makes an assignment for the benefit of creditors; or (h) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency or receivership law is filed by or against Lessee or Guarantor (and, if such proceeding is involuntary, it is not dismissed within 60 days after the filing thereof) or Lessee or Guarantor takes any action to authorize any of the foregoing matters; or (i) any letter of credit or guaranty issued in support of a Lease is revoked, breached, cancelled or terminated (unless consented to in advance in writing by Lessor); or (j) any Guarantor fails to fulfill its obligations in favor of Lessor pursuant to its guaranty; or (k) Lessee merges or consolidates with any other corporation or entity, or sells, rents or disposes of all or substantially all of its assets without the prior written consent of Lessor.

17. REMEDIES. If a Lessee Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due in the current year under any or all Leases to be immediately due and payable; (b) terminate this Master Agreement or any Lease; (c) take possession of, or render unusable, any Collateral wherever such Collateral may be located, without demand or notice and without any court order or other process of law, and no such action shall constitute a termination of any Lease; (d) require Lessee to deliver the Collateral to a location specified by Lessor or allow Lessor access to retrieve such collateral; (e) terminate any other agreement that Lessor may have with Lessee; or (f) exercise any other right or remedy available to Lessor at law or in equity. To the extent permitted by law, Lessee shall pay Lessor all costs and expenses that Lessor may incur to maintain, safeguard, or preserve the Collateral, and other expenses incurred by Lessor in enforcing any of the terms, conditions, or provisions of this Master Agreement (including legal fees and collection agency costs). Upon repossession or surrender of any Equipment or Collateral, Lessor may rent, sell, or otherwise dispose of the Equipment and/or Collateral in a commercially reasonable manner, with or without notice and at public or private

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sale, and apply the net proceeds thereof to the amounts owed to Lessor hereunder. Any proceeds of any sale or rent of such Equipment in excess of the amounts owed to Lessor hereunder shall be retained by Lessor. Lessee agrees that with respect to any notice of a sale required by law to be given, ten (10) days' notice shall constitute reasonable notice. Upon payment of all past due Rent and the Stipulated Loss Value together with interest at the rate of 1.5% per month (or such lesser rate as is the maximum rate allowable under applicable law) from the date declared due until paid, Lessor will transfer to Lessee all of Lessor's interest in the Equipment for which such Rent and Stipulated Loss Value has been paid, which transfer shall be on an "AS IS, WHERE IS" basis, without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or other Collateral securing Lessee's obligations under any Schedule, Lessee acknowledges and agrees as follows: (1) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment or any other Collateral for disposition, (2) Lessor may comply with any applicable state or Federal law requirements in connection with any disposition of the Equipment or other Collateral, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition, and (3) Lessor may convey the Equipment and any other Collateral on an "AS IS, WHERE IS" basis, and without limiting the generality of the foregoing, may specifically exclude or disclaim any and all warranties, including any warranty of title or the like with respect to the disposition of the Equipment or other Collateral, and no such conveyance or such exclusion or such disclaimer of any warranty shall be deemed to have adversely affected the commercial reasonableness of any such disposition. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be enforced concurrently or separately from time to time.

18. TRUE LEASE; SECURITY INTEREST. LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES OTHERWISE GRANTED TO LESSEE BY UCC §§2A-508 THROUGH 2A-522 AS DEEMED APPLICABLE. If and to the extent that this Master Agreement is deemed a security agreement, Lessee hereby grants to Lessor, its successors and assigns, a security interest in all of Lessee's rights under and interest in the Equipment, all additions to the Equipment, and all proceeds of the foregoing. Such security interest secures all obligations owing by Lessee to Lessor. Lessee authorizes Lessor and any assignee of all or any portion of Lessor's interest in the Master Agreement ("Assignee") to file UCC financing statements disclosing Lessor's or Assignee's interest in the Equipment and in any "Additional Collateral" set forth in any Schedule. Lessee shall provide Lessor with at least forty-five (45) days' prior written notice of any change to Lessee's principal place of business, organization, or incorporation.

19. ASSIGNMENT. Lessee shall not transfer, sublease, or assign any of its rights or obligations under the Master Agreement or any Lease.

20. TERM OF MASTER AGREEMENT. This Master Agreement shall commence and be effective upon the execution hereof by both parties and shall continue in effect until the expiration of the initial term set forth in the master lease schedule. However, no termination of this Master Agreement pursuant to the preceding sentence shall be effective with respect to any lease that commenced prior to such termination until the expiration or termination of such lease and the satisfaction by lessee of all of its obligations hereunder with respect thereto.

21. WAIVER OF JURY TRIAL. Lessee and lessor hereby expressly waive any right to demand a jury trial with respect to any action in connection with this master agreement.

22. NOTICES. All notices required or permitted to be given under this Master Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed via certified mail or a nationally recognized overnight courier service to the respective addresses set forth on Annex A hereto (or such other address or fax number as either party shall so notify the other).

23. MISCELLANEOUS.

(a) Governing Law/Venue. This master agreement and each lease shall be governed by the internal laws (as opposed to conflicts of law provisions) of the Commonwealth of Massachusetts. Lessor and Lessee consent to the jurisdiction of any local, state, or Federal court located within the Commonwealth of Massachusetts and waive any objection relating to improper venue or forum non-convenience to the conduct of any proceeding in any such court.

(b) Credit Review and Assurances. Lessee consents to a credit review by Lessor for each Lease. Lessee agrees to promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to carry out the intent and purpose of this Master Agreement more effectively. Without limiting the generality of the foregoing, Lessee agrees (i) to furnish to Lessor from time to time, its certified financial statements, officer's certificates and appropriate resolutions, opinions of counsel and such other information and documents as Lessor may reasonably request, and (ii) to execute and timely deliver to Lessor any documents that Lessor deems reasonably necessary under applicable law to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's ownership interest therein as the case may be; provided, however, that Lessee authorizes Lessor to file any such financing statement or any amendment or continuation thereof or other document without Lessee's authentication to the extent permitted by applicable law; provided, however, Lessor agrees to file a release or termination of any such financing statement within thirty (30) days after the end of the total term for such Collateral. It is also agreed that Lessor or Lessor's agent may, and is hereby authorized to, file as a financing statement, any rent document (or copy thereof, where permitted by law) that Lessor deems appropriate to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's ownership interest therein, at Lessor's cost and expense; provided, however, Lessor agrees to file a release or termination with respect to such financing statement or rent document within thirty (30) days after the end of the total term for such Collateral or Equipment.

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(d) **Entire Agreement; Amendments.** This Master Agreement constitutes the entire agreement between Lessor and Lessee relating to the leasing of the Equipment, and supersedes all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

(e) **No Waiver.** Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.

(f) **Invalidity.** If any provision of this Master Agreement shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Agreement, such Schedule.

(g) **Counterparts.** The Master Agreement may be executed in counterparts, and, when so executed, each counterpart shall be deemed to be an original and such counterparts together shall constitute one and same instrument. The original of each Schedule shall constitute chattel paper for purposes of the UCC. If there are multiple originals of a Schedule, the one marked "Lessor's Copy" or words of similar import shall constitute the only chattel paper.

(h) **Survival.** All obligations of Lessee to make payments to, or to indemnify, Lessor and all rights of Lessor shall survive the cancellation or termination of this Master Agreement.

(i) **Non-Appropriation.** If Lessee is a state and/or a local government, Lessee represents that it has funds available to pay Rent until the end of its then-current appropriation period, and that Lessee intends to request funds to make payments in each appropriation period from now until the end of the Total Term. If either sufficient funds are not appropriated to make payments or any other amounts due under this Lease or (to the extent required by applicable law) this Lease is not renewed either automatically or by mutual ratification, this Lease shall terminate, and Lessee shall not be obligated to make payments under this Master Agreement or the Lease beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which payments have been appropriated or the term of this Lease has been renewed, deliver possession of the Equipment to Lessor within fourteen (14) days. If Lessee fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rent thereafter coming due that is attributable to the number of days after the termination during which Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after (i) Lessee's failure to appropriate funds sufficient for the payment of the Rent or (ii) a) this Lease is not renewed or b) this Lease is renewed by Lessee (in which event this Lease shall be mutually ratified and renewed), provided that Lessee's failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Lease or result in any liability to Lessee.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Master Agreement on the dates specified below.

LESSEE: Benton County Fire District #4

LESSOR: ZOLL Medical Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MASTER LEASE AGREEMENT ANNEX A

Notice Information:

If to Lessor:
ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105

Attn: Contracts Department

If to Lessee:
Benton County Fire District #4
2604 Bombing Range Road
West Richland, WA 99353

Attn: Matthew Borschowa

Lessee's Information: Lessee hereby represents and warrants, as of the date of the Master Agreement and each Schedule (subject to any updates provided to Lessor):

1. The exact legal name of Lessee, as set forth in its formation documents, is [XXX].
2. Lessee is a political subdivision in the State of [STATE].
3. Lessee's federal tax identification number is: TAX ID NUMBER.

COUNTERPART NO _____. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

Internal Reference Number: Q-38222 V:2

MASTER LEASE AGREEMENT SCHEDULE

ZOLL Medical Corporation (“Lessor”) and Benton County Fire District #4 (“Lessee”) are parties to the Master Lease Agreement identified by the Master Agreement Number specified above (the “Master Agreement”). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE.

A. Description of Items of Leased Equipment are listed on Exhibit A Equipment List attached hereto.

B. Initial Term: 120 Months

2. Lease Amount: \$3,157.89/month starting net 30 (excluding any applicable taxes)

Amount is payable: in arrears monthly quarterly annually (check one)

Lessee shall pay Lessor the Rent payment specified above for the length of the Initial Term within thirty (30) days after the delivery of the Equipment and monthly thereafter on the same date or on the last day of the calendar month if the month does not contain that date.

ZOLL will provide a one-time replacement option for each category of device. Within the first sixty (60) months of the Lease, Lessee may replace all capital equipment provided under Exhibit A for the then available version of the corresponding device or, should a new platform be available, with the new platform of like configuration. A second allotment of accessories and disposables will be provided, in the same quantity as the original order, within ninety (90) days of the sixtieth (60th) month of the Lease. As part of their one-time replacement option, Lessee may elect to replace all categories of equipment simultaneously or separately. However, each category of equipment (i.e., Vents, AP, X Series) must be replaced in full at the same time. For example, if Lessee has five (5) Vents, it may not replace one (1) at a time, it must replace all five at the same time. For clarity, it should be noted that the initial term of this Lease is 10-years for all items including subscriptions. All quoted items, including subscriptions and purchased warranties, may also be extended, or transferred to any new equipment leased under the terms of this paragraph. Any additional items not listed in Exhibit A are the financial responsibility of Lessee.

3. LEASE PACKAGE: (if no blank is checked, Lessee will return the Equipment as provided in Section 5 at the end of the Initial Term)

Rental Fair Market Value

4. EQUIPMENT LOCATION: _____

5. LESSEE’S END-OF-LEASE-TERM OPTIONS.

(a) **Rental.** If the Rental option is selected above, and unless Lessee delivers to Lessor a termination notice ninety (90) days before the expiration of the relevant term, the initial term shall, without any additional notice or documentation, be automatically extended for successive calendar months (“Renewal Term”) with respect to all items of equipment then subject to this Rental through the end of the month falling at least ninety (90) days after the date the Lessee shall have delivered to Lessor a termination notice with respect to this Rental. For each calendar month of the then-applicable Renewal Term, Lessee shall pay to Lessor rent in an amount equal to the monthly rent payment in effect immediately prior to such extension (or the appropriate pro rata portion of the rent payment then in effect in the case of rent payable other than on a monthly basis), and all other provisions of the Master Agreement and this Schedule shall continue to apply.

(b) **Fair Market Value Option.** If the Fair Market Value option is selected above, upon expiration of the Term and provided that the Lease has not been terminated early by Lessor and Lessee is in compliance with the Lease in all respects, Lessee may purchase all (but not less than all) of the Equipment, for the purchase amount that represents the Fair Market Value as defined in Section 8 of the Master Agreement (plus all applicable Taxes), which amount shall be due and payable on or before the last day of the then-applicable Term. If the Lessee does not elect to purchase the Equipment for the purchase amount, Lessee may either (a) return the Equipment in accordance with Section 5 of the Master Agreement, or (b) continue making payments in an amount equal to the rent payment obligations in effect immediately prior to the end of the Initial Term and all other provisions of the Master Agreement and this Schedule shall continue to apply. In the event of option (b) where Lessee continues making rent payments, a Renewal Term will apply and will continue through the end of the calendar month falling at least ninety (90) days after the date the Lessee shall have delivered to Lessor a termination notice during the Renewal Term with respect to this Lease. In the event Lessor and Lessee are unable to agree on the Fair Market Value of any Units of Equipment, Lessor shall select an independent appraiser to conclusively determine such amount with the cost of the appraiser paid by Lessor.

ZOLL ONE PROGRAM

IF LESSEE SHALL HAVE SELECTED PURCHASE OPTION B ABOVE WITH RESPECT TO A LEASE, BUT SHALL HAVE SUBSEQUENTLY FAILED TO COMPLY WITH ITS OBLIGATIONS ARISING FROM ITS ELECTION, THEN THE THEN-APPLICABLE TERM OF THIS LEASE SHALL, WITHOUT ANY ADDITIONAL NOTICE OR DOCUMENTATION, BE AUTOMATICALLY EXTENDED FOR A RENEWAL TERM WITH RESPECT TO ALL ITEMS OF EQUIPMENT AS TO WHICH LESSEE SHALL HAVE SO FAILED TO COMPLY WITH ITS OBLIGATIONS THROUGH THE END OF THE CALENDAR MONTH IN WHICH LESSEE SHALL HAVE COMPLIED WITH SUCH OBLIGATIONS. FOR EACH CALENDAR MONTH OF THE RENEWAL TERM, LESSEE SHALL PAY TO LESSOR RENT IN AN AMOUNT EQUAL TO THE MONTHLY RENT PAYMENT IN EFFECT IMMEDIATELY PRIOR TO SUCH EXTENSION (OR THE APPROPRIATE PRO RATA PORTION OF THE RENT PAYMENT THEN IN EFFECT IN THE CASE OF RENT PAYABLE OTHER THAN ON A MONTHLY BASIS), AND ALL OTHER PROVISIONS OF THE MASTER AGREEMENT AND THIS SCHEDULE SHALL CONTINUE TO APPLY.

Notwithstanding any of the provisions of this Section 5 to the contrary, if any Lessee Default shall have occurred and be continuing at any time during the last ninety (90) days of the then-applicable Term of this Lease, Lessor may cancel any Renewal Term or optional or other automatic extension of the then-applicable Term immediately upon written notice to Lessee.

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN.

LESSEE: Benton County Fire District #4

LESSOR: ZOLL Medical Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
Equipment List

| Part # | Product Description | Quantity |
|----------------|---|-----------------|
| 601-2231101-01 | X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, CPR Expansion Pack | 4 |
| 8900-0400 | CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case | 1 |
| 8300-000676 | OneStep Cable, X Series | 4 |
| 8009-0020 | CPR-D-padz and CPR Stat Padz Connector for R Series | 4 |
| 8900-000220-01 | OneStep Pediatric CPR Electrode (8 per case) | 1 |
| 8300-000208 | Microstream Advance Adult-Pediatric Intubated CO2 Filter Line, Short Term Use, Box of 25 | 1 |
| 8300-000200 | Microstream Advance Adult Oral-Nasal CO2 Filter Line With O2 Tubing, Short Term Use, Box of 25 | 1 |
| 8000-001128 | Accuvent Flow Tube (Box of 10) | 4 |
| 8000-0895 | Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs | 4 |
| 8000-001392 | Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable | 4 |
| 8000-000371 | rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft) | 4 |
| 8000-0580-01 | Six hour rechargeable Smart battery | 8 |
| 8200-000100-01 | Single Bay Charger for the SurePower and SurePower II batteries | 3 |
| 8000-000876-01 | Paper, Thermal, w/Grid, BPA Free (Box of 6) | 4 |
| 8707-000502-01 | X Series Accessory Carry Case - Printer Chute with Single Zipper | 4 |
| 8000-002005-01 | Cable Sleeve, Propaq / X Series, ZOLL Blue | 4 |
| 8012-0206 | 12-lead ECG Simulator | 1 |
| 8900-0190 | Training CPR Stat-padz | 1 |
| 8778-89055-WF | X Series - Worry-Free Service Plan - 5 Years On-Site At Time of Sale | 4 |
| 8400-110045 | CaseReview Premium Subscription, R Series and X Series, Hosted | 4 |
| REUSE-11L-2MQ | Welch Allyn REUSE-11L-2MQ Cuff, Adult Long, 2-Tube, Twist Lock connector | 4 |
| 6008-9901-61 | ZOLL X Series Trade In Allowance (EMS Group) | 4 |

EXHIBIT B
Worry-Free Service Plan for All Capital Equipment in Exhibit A

WORRY-FREE SERVICE PLAN

The following repair services for capital equipment included in Exhibit A are included under the Worry-Free Service Plan. Should a device be deemed unrepairable, based on ZOLL's generally accepted technical support practices, replacement of said device shall be the responsibility of lessee.

1. Field Preventive Maintenance at Customer's facility, including:
 - Provide documentation for regulatory agencies
 - Manage and track Customer's 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 required
5. Technical support
6. Waiver of shipping and handling fees
7. Waiver of Minimum Service Fee
8. Discounted Prices
 - Discounted accessories and cables (27% discount)
 - Discounted Lithium-ion SurePower II batteries (27% discount)
 - Discounted (27% discount) parameter upgrade, such as SPO2, ETCO2, and temp upgrades, subject to a formal service quotation agreed upon by both parties.
9. Repair or replacement of parts within the charger that are subject to normal wear and burnout during use, including but not limited to, lamps, fuses, batteries, patient cables and accessories.
10. Repair or replacement (at ZOLL's sole option), at no charge to the Customer, of the charger if it is affecting the integrity of the device.
11. SurePower chargers (parts and labor covered for normal wear and tear)
12. ECG 12-lead cable replacement upon failure, (excluding physical damage), one replacement per unit per year
13. On-site Support including evaluation and packing of device for return to ZOLL'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 ZOLL's Service Depot.
 - In the event of a reported device malfunction, the device should be made available to the 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 carried out on Customer site during normal working hours (8.30am – 5.30pm, Monday – Friday).
 - Outside of normal business hours arrangements are available by request only. ZOLL reserves the right to charge additional fees for such services, to be agreed between ZOLL and Customer.
 - The postponement of a routine service inspection shall not diminish Customer's responsibility for the continued proper use and upkeep of the equipment, in accordance with the applicable user manuals.
14. On-site device deployment when repaired unit is returned
15. Lithium-ion SurePower II Battery replacement (upon end of life), subject to the following:

ZOLL ONE PROGRAM

- Batteries must be maintained per ZOLL's recommended maintenance program
- Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault.
- Batteries must be evaluated, and the failure confirmed by ZOLL Technical Support and/or an on-site field service technician.
- Up to three batteries per device will be covered for batteries acquired from ZOLL in last 24 months. (When service plan purchased post-sale.)
- For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered. (When Service Contract purchased post-sale)

16. Accidental damage coverage. Includes one device outer housing replacement per year per device. Catastrophic damage beyond repair will not be covered. ZOLL's regular service charges shall apply if device is in need of a second outer housing replacement within 12 months of previous outer housing replacement, providing device is still under Worry-Free Service plan.

ON-SITE SUPPORT OPTION

17. On-site Support, including evaluation and packing of device for return to ZOLL'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 ZOLL's Service Depot.
 - In the event of a reported device malfunction, the device should be made available to the 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 carried out on Customer site during normal working hours (8.30am – 5.30pm EST, Monday – Friday).
 - Outside of normal business hours arrangements are available by request only. ZOLL reserves the right to charge additional fees for such services, to be agreed between ZOLL and Customer.
 - The postponement of a routine service inspection shall not diminish Customer's responsibility for the continued proper use and upkeep of the equipment, in accordance with the applicable user manuals.
18. On-site device deployment when repaired unit is returned.
19. ECG 12-lead cable replacement upon failure (excluding physical damage), one replacement per unit per year

Matthew,

I asked the board to come up with questions so we can address these concerns prior to the meeting. Please provide answers so I can present them at the meeting. Thank you.

- What is the reasoning behind recommending this contact? We are due to replace our monitors. At a conference Zoll presented this new program of theirs and after further research I believe it to be in the best interest of the department. We would get a new set of monitors “today”. When Zoll comes out with upgrades or a new monitor we get that at no extra charge as well. Amy our Zoll rep has already said in the coming year Zoll is increasing the cost of the next defibrillator by 40%. This agreement would lock in the price we pay, no matter what Zoll does to its prices. We would get the newest technology at no extra price. In the life of the agreement we should expect to see two upgrades to our monitors. This is equivalent to the district purchasing new monitors every 7 years. This year being year 1 and 2029 when they need to be replaced again. Are there other competing companies which offer a similar service? I am not aware of other companies that offer something like this. With that said, I have also not actively looked at other vendors as the Zoll monitor works well and the crews seem to like it.
- Why a ten-year term on the contract? From what I can recall at the presentation the 10 years is what Zoll needed as a commitment on their end to be fiscally viable for them. It appears to be an unusually long contract period.
- Under the terms of the contract, can the monthly fee be increased by Zoll? The monthly fee can only be increased if we ask for more things/addons. For example. If we get the most basic monitor and find out there is some function we would like to add that will increase the monthly cost because in the agreement we asked for the bare minimum monitor. In our case we are not asking for the bare minimum monitor. We are getting their ALS version. I did not see that provision when reviewing the contract, but I wish to make sure I didn't miss it. Please advise.
- What is the cost of a new monitor, autopulse and ventilator? For a new monitor today it is approximately \$45,000. I have a request in for a quote for a AutoPulse and ZVent.
- Can we purchase a monitor if we decide to not trade it in but still have the same coverage as the new equipment? I am not sure which monitor we are talking about here. If we want to keep one of our current monitors we can (we own them). The monthly/yearly cost will increase some as they are

factoring in all 4 being traded in. We can buy the exact coverage plan for the “old” monitor we kept. If we are talking about purchasing the new monitor in the future that is an option as well. What it will cost will be dependent on how long we have had it and the value “left” in it as determined by Zoll.

- What is the average lifespan of our main devices. The recommended lifespan for a defibrillator is 7 years. With our monitors I believe this year will be year 7.
- Why did you decide to do a monthly rate instead of an annual? That is what Zoll quoted us at. We can do a yearly rate as well. There is no difference in cost.
- If/when we add another full time ambulance and need more equipment, can this contract be adjusted to account for that equipment? Yes we can add additional monitors to this agreement. The price will increase accordingly. Currently as the contract is written we would be getting 4 Zoll monitors. If one goes down for maintenance part of the agreement is them giving us a loaner until ours gets back from repairs. I don't foresee in the life of this agreement needed to add additional monitors. I might have missed this section in the contract.

Additionally, the agreement doesn't include the AutoPulse or ZVent. The reason those devices are not included is we have their current versions of them and they are not expecting to release any updated versions anytime soon. They are also only 2 years old (I believe) and have considerable life left in them as they are not used nearly to the extent of the defibrillator. With all that being said, we can add those devices to the agreement at any time and would see the increase in monthly/annually cost go up because we are adding units.

All of the above information is accurate to the best of my knowledge based off of multiple conversations had over the course of a year with various Zoll reps.

Matthew Borschowa

Difference \$ (91,575.60)
 \$ (22,893.90)

Zoll One Program
 Traditional Purchasing (Currently what we pay)

120 Months \$ 3,179.84 per month

\$ 381,580.80 Life of Contract

\$ 473,156.40 Traditional Purchases

| Item | Number | Cost Per | Total | 10yr Total |
|-----------------------------|--------|--------------|---------------|---------------|
| Monitor | 4 | \$ 38,000.00 | \$ 152,000.00 | \$ 349,600.00 |
| 5yr Worry Free Service Plan | 4 | \$ 9,280.00 | \$ 37,120.00 | \$ 74,240.00 |
| Case Review | 4 | \$ 1,232.91 | \$ 4,931.64 | \$ 49,316.40 |

Yearly \$ 38,158.08