



Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: June 11, 2024

- Consent Agenda Item
- New Item for Discussion
- Previously Discussed Item
- Miscellaneous

ITEM #: 5

INITIATED BY: Division Chief James Macky

- Information Attached
- Bring Paperwork from Previous Meeting
- Verbal
- No Paperwork at Time of Packets



TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: JAMES MACKY, EMS DIVISION CHIEF
SUBJECT: THREE YEAR AGREEMENT WITH STRYKER
DATE: JUNE 11, 2024

Attached you will find information regarding a three year agreement between the Noblesville Fire Department and Stryker for preventative maintenance of twenty-four (24) AED's. The cost will be \$10,944.00 per year for three years.

Thank you.



NOBLESVILLE FIRE DEPARTMENT

DEFEND FROM HARM | COMBAT SUFFERING | SERVE SELFLESSLY

317.776.6336 | 135 South 9th Street | Noblesville, IN 46060 | www.CityofNoblesville.org

SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as “City”) and **Stryker Sales, LLC, through its Medical Division** (hereinafter referred to as “Contractor”), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The “Agreement”, as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A (Quote #10898901; 3 yr. term)** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement, together with any Exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in **Exhibit A (Quote 10898901)**, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate **THIRTY-SIX (36) MONTHS thereafter, or as outlined in Exhibit A**, (“Termination Date”) unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Exhibit A. Compensation shall not exceed **Thirty-Two Thousand Eight Hundred Thirty-Two and 00/100 (\$32,832.00) DOLLARS**.
- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriations and shall not constitute a general obligation or indebtedness of the City.

SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.2 Subcontracting.
Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.3 Necessary Documentation. N/A
- 5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make copies of such materials available at its offices at all reasonable times during the Agreement period, and if requested, copies shall be furnished at no cost to City.
- 5.5 Ownership. Intentionally Omitted; N/A to a Service Agreement
- 5.6 Insurance.
Insurance Requirements. During the Term of this Agreement, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana and maintaining at least an A-VII rating with A.M. Best, policies of insurance which afford the

coverages set forth below. Insurance shall be written for the limits of liability specified or required by law, whichever coverage is greater. Insurance coverage(s) maintained by Contractor as required under this Agreement shall not limit or restrict Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance shall be provided to the City within FIFTEEN (15) days of the receipt of a signed agreement between the parties, and thereafter upon renewal or replacement of each required policy of insurance. Contractor must provide at least thirty (30) days' prior to written notice to the City of the cancellation or material modification of such insurance and ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability: \$2,000,000 General Aggregate
 \$2,000,000 Products & Completed Ops.
 \$1,000,000 Bodily Injury / Prop. Damage
 \$1,000,000 Personal / Advertising Injury
 \$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability: \$500,000 Combined Single Limit Per Accident
Coverage Details All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.
Employer's Liability \$1,000,000 each accident or each employee
and policy limit for disease.

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability. Blanket additional insured endorsements are acceptable policy.

To the extent permitted by applicable laws and regulations, Contractor shall be permitted to self-insure to comply with these requirements.

5.7 Termination for Cause or Convenience.

5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to

perform any material term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate during which time, if Contractor cures the failure or violation to City's reasonable satisfaction, such notice shall be void and of no further effect, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than thirty (30) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

After termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.8.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs and other expenses, arising directly out of any negligence, willful misconduct or violation of applicable law by the Contractor, its employees, representatives or agents in the performance of the Work. The Contractor's

indemnification under this Section shall survive both final payment and the termination of this Agreement.

- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
Stryker Sales, LLC, Medical Division
Attn: Legal Counsel/ProCare
3800 E. Centre Avenue
Portage, MI 49002

To City:
City of Noblesville
Attn: Fire Department
16 S. 10th Street
Noblesville, IN 46060

Courtesy Copy:
City Attorney
16 S. 10th Street
Noblesville, IN 46060

- 5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. For purposes of clarification, the parties acknowledge and agree that (a) City may withhold payments on disputed items pending resolution of the dispute, and in such a case this paragraph shall remain effective; but (b) the Contractor shall not be required to comply with the terms of this paragraph in the event that the City fails to pay any undisputed amounts.

- 5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 5.13 Conflict of Interest.

5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of

any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

- 5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.
- 5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party’s reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.16 Applicable Laws; Forum.
- 5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.
- 5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.
- 5.17 Waiver. City’s delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City’s rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all

other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

- 5.19 Attorneys' Fees. Neither City nor Contractor shall be liable to the other for any attorneys' fees incurred by either party in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of either party, or from either party's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
- 5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal

assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

- 5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (“Program”). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- 5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- 5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.
- 5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.
- 5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Stryker Sales, LLC, through its Medical Division (“Contractor”)

By: Tom Tackabury

Date: May 10, 2024

Printed: Tom Tackabury

Title: Sr. Sales Manager, ProCare

City of Noblesville

By: Chris Jensen

Date: 6/5/2024

Printed: Chris Jensen

Title: Mayor



Exhibit A to Services Agreement

3 Year PM

Quote Number: 10898901

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: CITY OF NOBLESVILLE FIRE
Attn:

Rep: Mandy Ogrady
Email:
Phone Number:

GPO: EMS
Quote Date: 05/01/2024
Expiration Date: 06/30/2024
Contract Start: 05/15/2024
Contract End: 05/14/2027

Service Rep: Zach Fluhr
Email:

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF NOBLESVILLE FIRE	Name:	CITY OF NOBLESVILLE FIRE	Name:	CITY OF NOBLESVILLE FIRE
Account #:	20127653	Account #:	20127653	Account #:	20127653
Address:	135 S 9TH ST NOBLESVILLE Indiana 46060-2620	Address:	135 S 9TH ST NOBLESVILLE Indiana 46060-2620	Address:	135 S 9TH ST NOBLESVILLE Indiana 46060-2620

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
1.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR <small>Preventative Maintenance Batteries Service</small>	36	6	\$1,368.00	\$8,208.00
2.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR <small>Preventative Maintenance Batteries Service</small>	36	17	\$1,368.00	\$23,256.00
3.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR <small>Preventative Maintenance Batteries Service</small>	36	1	\$1,368.00	\$1,368.00
ProCare Total:						\$32,832.00
ProCare Annual Payment:						\$10,944.00

Price Totals:

Grand Total: \$32,832.00



3 Year PM

Quote Number: 10898901

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: CITY OF NOBLESVILLE FIRE
Attn:

Rep: Mandy Ogrady
Email:
Phone Number:

GPO: EMS
Quote Date: 05/01/2024
Expiration Date: 06/30/2024
Contract Start: 05/15/2024
Contract End: 05/14/2027

Service Rep:
Email:

Matt Mitchell 5/20/24
Authorized Customer Signer (Printed) Date

Tom Tackabury 5/10/24
Stryker Authorized Signature (Printed) Date


Authorized Customer Signature Date

Tom Tackabury 5/10/24
Stryker Authorized Signature Date

240193
Purchase Order Number

Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions of the Services Agreement negotiated between the parties hereto (May 2024). This Quote is an Exhibit to said Services Agreement.

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Payment Schedule

Starting Balance:

\$32,832.00

Date	Payment	Balance
05/15/2024	\$10,944.00	\$21,888.00
05/15/2025	\$10,944.00	\$10,944.00
05/15/2026	\$10,944.00	\$ -

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-AED-FIELD-REPAIR	48288284
1.0	PROCARE-SVC-AED-FIELD-REPAIR	48283500
1.0	PROCARE-SVC-AED-FIELD-REPAIR	48289954
1.0	PROCARE-SVC-AED-FIELD-REPAIR	50786815
1.0	PROCARE-SVC-AED-FIELD-REPAIR	50791905
1.0	PROCARE-SVC-AED-FIELD-REPAIR	50792157
2.0	PROCARE-SVC-AED-FIELD-REPAIR	50174985
2.0	PROCARE-SVC-AED-FIELD-REPAIR	50174048
2.0	PROCARE-SVC-AED-FIELD-REPAIR	50172589
2.0	PROCARE-SVC-AED-FIELD-REPAIR	50173216
2.0	PROCARE-SVC-AED-FIELD-REPAIR	50173367
2.0	PROCARE-SVC-AED-FIELD-REPAIR	48864860
2.0	PROCARE-SVC-AED-FIELD-REPAIR	48865894
2.0	PROCARE-SVC-AED-FIELD-REPAIR	50172585
2.0	PROCARE-SVC-AED-FIELD-REPAIR	49044403
2.0	PROCARE-SVC-AED-FIELD-REPAIR	48826834
2.0	PROCARE-SVC-AED-FIELD-REPAIR	50174904
2.0	PROCARE-SVC-AED-FIELD-REPAIR	50174009
2.0	PROCARE-SVC-AED-FIELD-REPAIR	49044413
2.0	PROCARE-SVC-AED-FIELD-REPAIR	49027943
2.0	PROCARE-SVC-AED-FIELD-REPAIR	48887626
2.0	PROCARE-SVC-AED-FIELD-REPAIR	48992026
2.0	PROCARE-SVC-AED-FIELD-REPAIR	50080601
3.0	PROCARE-SVC-AED-FIELD-REPAIR	48933501

Purchase Order Form



Account Manager Mandy O'Grady
 Cell Phone 317-709-0198

Purchase Order Date 4/16/2024
 Expected Delivery Date _____
 Stryker Quote Number 10898901

BILL TO		CUSTOMER #20127653
Company Name	City of Noblesville Fire	
Contact or Department	James Macky	
Street Address	135 S 9th St.	
Add'l Address Line		
City, ST ZIP	Noblesville, IN. 46060	
Phone	317-770-1419	

SHIP TO		CUSTOMER #20127653
Company Name	City of Noblesville Fire	
Contact or Department	James Macky	
Street Address	135 S 9th St.	
Add'l Address Line		
City, ST ZIP	Noblesville, IN. 46060	
Phone	317-770-1419	

Authorized Customer Initials *Jm*

Authorized Customer Initials *Jm*

DESCRIPTION	QTY	TOTAL
Reference Quote:10898901	1	\$32832.00
TOTAL*		\$32832.00

Accounts Payable Contact Information
 Name: Cara Culp
 Email: nfdbilling@noblesville.in.gov
 Phone: 317-776-6336

Authorized Customer Signature
 Printed Name: James Macky
 Title: EMS Chief
 Signature: *James Macky*
 Date: 4/16/2024

Attachment: Stryker Quote Number 10898901

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

* Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): **Stryker Sales, LLC, through its Medical Division**

By (Written Signature): 

(Printed Name): Tom Tackabury

(Title): Sr. Sales Manager, ProCare


Important - Notary Signature and Seal Required in the Space Below

STATE OF MICHIGAN

SS:

COUNTY OF KALAMAZOO

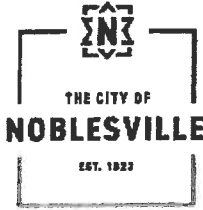
Subscribed and sworn to before me this 4th day of ~~February~~ March 2024__

My commission expires: 05/23/2029 (Signed) 
Debra Sill Holmgren, Notary Public

Residing in Kalamazoo County, State of Michigan
Acting in Kalamazoo County, State of Michigan

NOTARY SEAL





FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 5/28/24 (put N/A if not submitting to BoW/Park Board)

Vendor name: Stryker

Vendor Address: 11601 PO Box 93308; Chicago, IL 60673-3308

Brief description of purchase: 3 year preventative maintenance agreement

Source of Funding:

- Current Year Operational Budget
- Subsequent Year Operational Budget¹
- Funding not yet finalized (attach explanation)²
- Loan or debt proceeds
- Non-Appropriated Fund³

Fund #	101	
Department #	005	
Project # (NA if no project #)	NA	
	Expense Object #	Amount
#1	362.100	\$ 10,944.00
#2		
#3		

- 1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.
- 2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.
- 3) These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- Yes Select for all purchases/contracts that will not be paid immediately
- No Select ONLY if department plans to initiate payment immediately

Additional Comments: _____

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director

 (Signature)

Matt Mitchell
 (Printed Name)

4/30/24
 (Date)


Please email completed form to OFAbudget@noblesville.in.gov

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

Purchase Order Created PO # (if applicable): 21093

Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)

OFA Signature 

No Action Taken (Department should still include this form in purchase/contract approval submission)

Comments: _____

Initials: HT Date: 5/11/24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

All Persons or Organizations with whom the Insured has agreed in a Written Contract or Agreement that is executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization for which you have agreed under contract or agreement to provide insurance. This includes a "temporary worker" you have agreed to cover.

With respect to **COVERED AUTOS LIABILITY COVERAGE**, **Who Is An Insured** is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

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