

**HARDIN COUNTY FISCAL COURT  
RESOLUTION NO. 2016-120**

**BE IT RESOLVED**, upon recommendation of Judge/Executive Harry L. Berry, to accept the bid of Stryker EMS Equipment to purchase five (5) Stryker Power Load Cot Systems in the amount of \$151,350.00 to be paid over a three (3) year period.

**BE IT FURTHER RESOLVED**, to pay invoice as stipulated in the agreement.

**ADOPTED**, by Hardin County Fiscal Court in its regular meeting on 23 August 2016.

  
Harry L. Berry  
Hardin County Judge/Executive

ATTEST

  
Debbie Donnelly  
Hardin County Clerk

Stryker Flex Financial, a division of Stryker Sales Corporation  
1901 Romence Road Parkway  
Portage, MI 49002  
t: 1-888-308-3146 f: 877-204-1332  
www.stryker.com



Date: August 12, 2016

RE: Reference No: 2210007595

Hardin County of  
170 N PROVIDENT WAY  
ELIZABETHTOWN, Kentucky 42701

Thank you for choosing Stryker Flex Financial for your equipment financing needs. Enclosed please find the financing documents necessary to enter into the financing arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for release of the financed equipment.

**PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.**

**Short Form Conditional Sale Agreement  
Exhibit A - Detail of Equipment  
Insurance Authorization and Verification  
State and Local Government Rider  
Vehicle Property Waiver**

**\*\*Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider is required, Vehicle Property waiver is required.**

**- PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:**

Federal Tax ID Number: 61-6000756 AR Address: PO Box 568, Elizabethtown, KY 42702-0568  
Purchase Order Number: \_\_\_\_\_ Contact Name: Lisa Pearman, Treasurer  
Phone Number: 270-765-4491 Email Address: hcfinance.hcgo@hcky.org

**Please fax completed documents to (877) 204-1332. Return Original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 612-309469)**

Your personal documentation specialist is Curtis Orr and can be reached at 269-389-1437 or by email [curtis.orr@stryker.com](mailto:curtis.orr@stryker.com) for any questions regarding these documents.

The financing proposal evidenced by these documents is valid through the last business day of August, 2016

Sincerely,

**Stryker Flex Financial**

**Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Stryker Flex Financial, a Division of Stryker Sales Corporation is 38-2902424.**

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Agreement No: 2210007595

Owner ("we" or "us") :  
 Stryker Flex Financial, a division of Stryker Sales Corporation  
 1901 Romence Road Parkway  
 Portage, MI 49002

Short Form Conditional Sale Agreement No. 2210007595

Customer Name and Address ("You" and "Your"): Hardin County of 170 N PROVIDENT WAY ELIZABETHTOWN, Kentucky 42701	<b>Equipment Location:</b> 170 N PROVIDENT WAY, ELIZABETHTOWN, Kentucky 42701 <b>Supplier:</b> Stryker Sales Corporation, 3800 E. Centre Avenue, Portage, MI 49002 <b>Equipment Description:</b> See Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof)
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**PAYMENT INFORMATION**

Number of Payments	Payment Frequency	Payment Amount
3	Annual	\$50,450.00 (First payment due 30 days after Agreement is accepted), (Plus applicable Sales/Use Taxes - See "Taxes" section below)

**Terms and Conditions:**

**1. Purchase Agreement/ Acceptance/ Payments:** You agree to purchase from us the Equipment and services, if any, described above and on any attached schedule (the "Equipment") in accordance with the terms of this Agreement (this "Agreement"). You shall be deemed to have accepted the Equipment for purchase under this Agreement on the date that is ten (10) days after the date it is shipped to you by the Supplier ("Acceptance Date") and, at our request, you shall confirm for us such acceptance in writing. **No acceptance of any item of Equipment may be revoked by you.** You agree to pay the Payments described above ("Payments") beginning on the Acceptance Date or any later date we designate and thereafter until all fully paid. Unless otherwise instructed by us in writing, all Payments and other amounts due hereunder shall be made to our address above. This Agreement is non-cancelable and may not be prepaid. Your obligations under this Agreement (your "Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim. If a Payment is not made when due, you will pay us a late charge of 5% of each Payment or \$10.00, whichever is greater, but only to the extent permitted by law. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on a rate reported in the "Interest rate swaps" section of Federal Reserve Statistical Release H-15 and in the event the date the Equipment is delivered to you is more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate.

**2. Ownership/Security Interest/Laws/Use/Maintenance:** Upon acceptance of the Equipment by you, you shall hold title to and be the owner of the Equipment for all purposes including, without limitation, tax purposes. The purchase of the Equipment by you under this Agreement shall be "AS IS, WHERE IS", **without representation or warranty of any kind from us, provided that this Agreement shall not impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you.** As security for all of your Obligations, you hereby grant to us a first priority security interest in all of your rights, title and interests in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), our security interest in the Equipment shall terminate and you shall be the owner of the Equipment, free and clear of any interest created by us. You agree not to permit any lien, security interest (except ours), claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee (as defined below) is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent.

**3. Taxes:** You shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Agreement or the ownership, use, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). You shall indemnify and hold us harmless from any such Taxes. You shall prepare and file all tax returns relating to Taxes for which you are responsible hereunder. If we receive any tax bill pertaining to the Equipment from the appropriate taxing authority, we may, without obligation, pay such tax and if we pay such tax bill we will invoice you for the expense. Upon receipt of such invoice, you will promptly reimburse us for such expense.

**4. Assignment:** You agree not to transfer, sell, lease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, **and such rights will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier** even though an Assignee may continue to bill and collect all of your Obligations in the name of "Stryker Finance".

**5. Risk of Loss, Insurance and Reimbursement:** Effective upon delivery to you, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you shall satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination of this Agreement.

**6. Default Remedies:** You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement; or c) your principal owner or any guarantor of this Agreement dies; or d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) you or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments immediately due and payable; b) sue you for and receive the total amount due with future Payments discounted to the date of default at a rate of 3% per annum; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by applicable law from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys' fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. If the Equipment is returned or repossessed we will, if commercially reasonable, sell or otherwise dispose of the Equipment at terms we determine, at one or more public or private sales, with notice as required by law, and apply the net proceeds (after deducting any related expenses) to your Obligations. You remain liable for any deficiency with any excess being retained by us or applied as required by applicable law.

**7. Miscellaneous:** This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree: (i) that the Equipment will only be used for business purposes and not for personal, family or household use; and (ii) that a facsimile copy of this Agreement and each document executed with this Agreement may be treated as an original and will be admissible as legal evidence thereof. We may inspect the Equipment at any time prior to payment in full of your Obligations. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales Corporation will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales Corporation constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.

**I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER**

Customer Signature	
Signature: 	Date: 9/26/16
Print Name: Harry L. Berry	
Title: Hardin County Judge/Executive	

Accepted By Stryker Flex Financial, a division of Strker Sales Corporation	
Signature:	Date:
Prime Name:	
Title:	

**Exhibit A to Short Form Conditional Sale Agreement Number 2210007595  
Description of Equipment**

**Customer Name:** Hardin County of  
**Delivery Address:** 170 N PROVIDENT WAY, ELIZABETHTOWN, Kentucky 42701

**Part I - Equipment/Service Coverage (if applicable)**

Model Number	Equipment Description	Quantity
639000000	PowerLOAD	5
650670001	6506 PWRLD COMPAT UPGRADE KIT	5

**Total Equipment: \$121,150.00**

**Service Coverage:**

Model Number	Service Coverage Description	Quantity
77506001	Protect Power-LOAD- 7year	5
77100003	ProCare Upgrade Charge	5

**Total Service Coverage: \$30,200.00** (Service Coverage and related payment amounts shall not be subject to automatic renewal or extension, if any, at the expiration of the Term of the Agreement)

**Total Financed Amount: \$151,350.00**

Customer Signature	
Signature: 	Date: 9/26/16
Print Name: Harry L. Berry	
Title: Hardin County Judge/Executive	

Accepted By Stryker Flex Financial, a division of Stryker Sales Corporation	
Signature:	Date:
Print Name:	
Title:	

**INSURANCE AUTHORIZATION  
AND VERIFICATION**



**Date:** August 12, 2016

Short Form Conditional Sale Agreement Number 2210007595

**To:** Hardin County of ("Customer")  
170 N PROVIDENT WAY  
ELIZABETHTOWN, Kentucky 42701

**From:** Stryker Flex Financial, a division of Stryker Sales Corporation ("Creditor")  
1901 Romence Road Parkway  
Portage, MI 49002

**TO THE CUSTOMER:** In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer\* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED and LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.


Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00 (one million dollars)**.

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$121,150.00** with deductibles **no more than \$10,000.00**.

\*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

**Insurance Agency:** Kentucky Association of Counties  
**Agent Name:** Rob Brown  
**Address:** 400 Englewood Drive, Frankfort, KY 40601  
**Phone/Fax:** 502-234-5116  
**Email Address:** rob.brown@kaco.org

Hardin County of	
<b>Signature:</b> 	<b>Date:</b> 9/26/16
<b>Print Name:</b> Harry L. Berry	
<b>Title:</b> Hardin County Judge/Executive	

\*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Curtis Orr at 269-389-1437.

**TO THE AGENT:** In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent Signature	
<b>Signature:</b>	<b>Date:</b>
<b>Print Name:</b>	
<b>Title:</b>	
<b>Carrier Name:</b>	
<b>Carrier Policy Number :</b>	
<b>Policy Expiration Date:</b>	

Insurable Value: \$121,150.00

ATTACHED: PROPERTY DESCRIPTION FOR Short Form Conditional Sale Agreement Number 2210007595


See Exhibit A to Short Form Conditional Sale Agreement Number 2210007595

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

## STATE AND LOCAL GOVERNMENT CUSTOMER RIDER

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Conditional Sale Agreement Number 2210007595** (the "Agreement") between **STRYKER FLEX FINANCIAL**, a division of Stryker Sales Corporation ("Owner") and **Hardin County of** ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer Signature	
Signature: 	Date: 9/26/16
Print Name: Harry L. Berry	
Title: Hardin County Judge/Executive	

Accepted By Stryker Flex Financial, a division of Stryker Sales Corporation	
Signature:	Date:
Print Name:	
Title:	



# VEHICLE PROPERTY WAIVER

## AGREEMENT #2210007595

Stryker Flex Financial  
1901 Romence Road Parkway  
Portage, MI 49002

Re: Short Form Conditional Sale Agreement No. 2210007595 ("Customer")

Dear Hardin County of,

We are advised that Stryker Finance ("Lessor/Secured Party") proposes to lease/finance certain property ("Collateral") to the above-referenced Customer, described as follows:

**TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.**

We have an interest in the following described vehicle ("Vehicle"), as lienholder, and we recognize that some/all of the Collateral may be attached to and/or installed in the Vehicle.

Year 2015	License No. C5886	VIN No. 1GB6G5CL9F1152259
Make Chevrolet	Type 3	Model G4500
Year 2016	License No. C7329	VIN No. 1GB6GUCL8G1227657
Make Chevrolet	Type 3	Model G4500
Year 2014	License No. Truck ordered, not arrived	VIN No.
Make Chevrolet	Type 3	Model G3500
Year 2016	License No. Remount ordered	VIN No.
Make Chevrolet	Type 3	Model G4500
Year 2014	License No. C1302	VIN No. 3HAMMAAM1CL548184
Make International	Type 1	Model 4300LP

In order to induce Lessor/Secured Party to deliver the Collateral for use on and/or in the Vehicle, we agree as follows:

- 1) The Collateral shall remain personal property, removable by Lessor/Secured Party at any time and without notice to us. Lessor/Secured Party shall have access to the Vehicle as may be required for purposes of inspection, sale and/or removal of the Collateral.
- 2) To waive any right, claim, title, lien and/or interest in the Collateral and/or other property located in/or the Vehicle and financed by Lessor/Secured Party, from time to time.
- 3) To provide notice to Lessor/Secured Party at the above-stated address, within five (5) days of taking possession of the Vehicle so that Lessor/Secured Party may acquire its Collateral.

A copy of this letter, which is duly signed and which is received by facsimile transmission ("fax"), shall be deemed to be of the same force and effect as the original. This agreement is binding on successors and assigns.



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Lienholder

**X**

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Signature

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Title

Date

06/13