

RESOLUTION NO. 2003- 46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO RENEW THE AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND MEDTRONIC PHYSIO-CONTROL CORPORATION RELATING TO MAINTENANCE SERVICES AND TECHNICAL SUPPORT FOR DEFIBRILLATORS AND OTHER MEDICAL EQUIPMENT UTILIZED BY THE MARATHON FIRE RESCUE DEPARTMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon, Florida (the "City") entered into an agreement with Medtronic Physio-Control Corporation ("Medtronic") on April 9, 2002 for maintenance and technical support services for defibrillators and other medical equipment utilized by the City Fire Rescue Department (the "Agreement"); and

WHEREAS, the Agreement will expire on March 31, 2003; and

WHEREAS, the City Council finds that renewal of the Agreement is in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

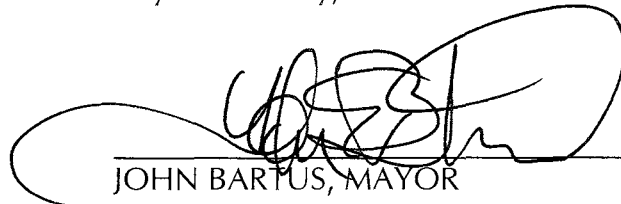
Section 2. Approval of Agreement. The Agreement between City and Medtronic, in substantially the form and substance that is attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

Section 3. Authorization to Execute. The Mayor is authorized to execute the Agreement on behalf of the City.

Section 4. Authorization of Fund Expenditure. The City Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

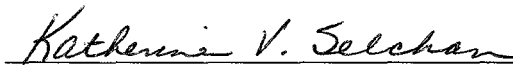
Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 25th day of February, 2003.




JOHN BARTUS, MAYOR

ATTEST:



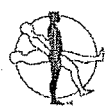
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY

TECHNICAL SERVICE SUPPORT AGREEMENT



Medtronic
PHYSIO-CONTROL

Contract Number:

End User # 14985701
MARATHON FIRE RESCUE
8900 OVERSEAS HIGHWAY
MARATHON, FL 33050

Bill To # 14985701
MARATHON FIRE RESCUE
8900 OVERSEAS HIGHWAY
MARATHON, FL 33050

This Technical Service Support Agreement begins on 4/1/2003 and expires on 9/30/2003.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Medtronic Physio-Control Corp.'s Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$1,488.00 per term, payable in Annual installments.

Special Terms

17% DISCOUNT ON LP12 UPGRADES
17% DISCOUNT ON DATA MANAGEMENT PRODUCTS

Accepted: MEDTRONIC PHYSIO-CONTROL CORP.
By: *Trevi Pico*
Title: Contract Coordinator
Date: FEB 19 2003

Customer: *City of Marathon*
By: *W.A. [Signature]*
Print: W-Scott Janke
Title: City Manager
Date: 5/27/03
Purchase Order Number: _____

Territory Rep: EASS59
SANDRA LEE MONTERO
Phone: 800-442-1142 X2081
FAX: 800-772-3340

Customer Contact:
Chief Tony Messina
Phone: 305-743-5266
FAX: 305-289-9834

MEDTRONIC PHYSIO-CONTROL CORP.
SERVICE ORDER TERMS AND CONDITIONS

Medtronic Physio-Control's ("Physio") acceptance of Customer's Service Order is expressly conditioned on Customer's assent to the terms set forth in this document and its attachments. Physio agrees to furnish the services ordered by Customer only on these terms, and Customer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by Customer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on Customer's purchase order or on other documents submitted to Physio by Customer. These terms may not be revised in any manner without the prior written consent of an officer of Physio.

REPAIR SERVICES

If "Repair" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, all repair parts and materials required, all required Physio service technician labor, and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio freight prepaid.

INSPECTION SERVICES

If "Inspection" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, verification of proper instrument calibration, verification that instrument mechanical operations and output measurements are consistent with applicable product specifications, performance of an electrical safety check in accordance with National Fire and Protection Guidelines, all required Physio service technician labor and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio freight prepaid.

DOCUMENTATION

Following each Repair and/or Inspection, Physio will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

LOANERS

If a Physio product is designated as a unit of Covered Equipment for Repair Services and needs to be removed from service to complete repairs, an appropriate Loaner unit will be provided, if available, until the removed unit is returned. Customer assumes complete responsibility for the Loaner and shall return the Loaner to Physio in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Physio's request.

EXCLUSIONS

This Service Order does not include: supply or repair of accessories or disposables (e.g., patient cables, recorder paper, etc.); repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, and/or acts of God; repairs to return an instrument to normal operating equipment at the time of initial service by Physio under this Service Order; case changes; repair or replacement of items not originally distributed or installed by Physio; and exclusions on Schedule B to this Service Order, if any, which apply to Covered Equipment.

SCHEDULE SERVICES

Designated Repair and Inspections Services will be performed at the designated service frequency and during designated service hours. Customer is to ensure Covered Equipment is available for Repair and/or Inspection at scheduled times. If Covered Equipment is not available as scheduled and Customer requests additional services to be performed or if Physio is requested to perform Repair or Inspection services not designated in this Service Order (due to the nature of Services selected, Instruments involved not being Covered Equipment, request being outside of designated service frequency or hours, or application of the Exclusions); Customer shall reimburse Physio at Physio's standard labor rates less 10% (including overtime, if appropriate), plus standard list prices for related parts and materials less 15%, plus actual travel costs incurred.

PAYMENT

The cost of services performed by Physio shall be payable by Customer within thirty (30) days of Customer's receipt of Physio's Invoice (or such other terms as Physio confirms to Customer in writing). In addition to the cost of services performed, Customer shall pay or reimburse Physio for any taxes assessed Physio. If the number or configuration of Covered Equipment is altered during the Term of this Service Order, the price of Services shall be adjusted accordingly.

WARRANTY

Physio warrants Services performed under this Service Order and replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date a Service was performed or a part was provided. Customer's sole remedy shall be reservicing the affected unit and/or replacement of any part determined to be defective, without any additional Customer charge, provided Customer notifies Physio of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.

TERMINATION

Either party may terminate this Service Order at any time upon sixty (60) days prior written notice to the other, except that Physio may terminate this Service Order immediately upon Customer's failure to make timely payments for services rendered under this Service Order. In the event of termination, Customer shall be obligated to reimburse Physio for that portion of the designated price which corresponds to that portion of the Term and the scope of Services provided prior to the effective date of termination.

DELAYS

Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license of permit, and Physio's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio's obligations and the performance dates shall be extended for the length of such delay.

MISCELLANEOUS

- a) Customer agrees to not employ or offer employment to anyone performing Services on Physio's behalf during the Term of this Service Order or for one (1) year following its expiration without Physio's prior written consent.
- b) This Service Order, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party.
- c) The rights and obligations of Physio and Customer under this Service Order shall be governed by the laws of the State of ~~Washington~~. All costs and expenses incurred by Physio related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by Customer.
the prevailing party

Florida and venue for any litigation shall be in Monroe County, Florida.

MEDTRONIC PHYSIO-CONTROL CORP.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:

Servicing Rep: SANDRA LEE MONTERO, EASS59
 District: SOUTHERN
 Phone: 800-442-1142 X2081
 FAX: 800-772-3340

Equipment Location: MARATHON FIRE RESCUE, 14985701
 8900 OVERSEAS HIGHWAY
 MARATHON, FL 33050

Scope Of Service On Site Repair and 1 On Site Inspection per Year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 10	804200-28	029216	4	4/1/2003	9/30/2003	1

Scope Of Service Ship In Repair - 1 On Site Inspection per year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 10	804200-28	011414	1	4/1/2003	9/30/2003	1
LIFEPAK® 12	VLP12-02-002269	13451833	2	4/1/2003	9/30/2003	1

Scope Of Service Ship In Repair Only:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	13431056	3	4/1/2003	9/30/2003	0

** Denotes an inventory line that has changed since the last contract revision or addendum.

**MEDTRONIC PHYSIO-CONTROL CORP.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B**

LIFEPAK® 10 DEFIBRILLATOR/MONITOR/PACEMAKER

- Paddle repairs are included. (Paddle attachments are excluded; i.e. pediatric and anterior attachments).
- Auxiliary Power Supply included when listed on equipment inventory (Schedule A).
- Pacemaker repair is included.
- Case changes are excluded.
- Pacing and patient cables are excluded.
- FAST-PATCH® adapters and QUIK-COMBO™ pacing/defibrillation adapters are included.
- Medtronic Physio-Control® Battery Support System included when listed on equipment inventory (Schedule A).
- Repair coverage for Medtronic Physio-Control® ECG, Pacing and Defibrillation Simulators included.

Medtronic Physio-Control® Battery Pak

- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the service manual and to replace batteries that do not pass the conditions outlined under "Discarding/Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).
- If customer provides evidence that a Medtronic Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years, Medtronic Physio-Control shall replace said Medtronic Physio-Control Battery Pak (like for like) i.e. FASTPAK for FASTPAK, up to a maximum of 4 Medtronic Physio-Control Battery Paks every two years (including prior Support Plan periods) per LIFEPAK®10 defibrillator/monitor/pacemaker (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Medtronic Physio-Control and must be returned at the time of exchange.
- Only batteries manufactured by Medtronic Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Medtronic Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Medtronic Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Medtronic Physio-Control battery. Any repairs, as determined by a Medtronic Physio-Control Service Representative, resulting from the use of a non-Medtronic Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.

MEDTRONIC PHYSIO-CONTROL CORP.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 12 DEFIBRILLATOR/MONITOR

- Battery Support System included when listed on equipment inventory (Schedule A).
- Battery Support System 2 included when listed on equipment inventory (Schedule A).
- AC Power Adapter included when listed on equipment inventory (Schedule A).
- DC Power Adapter included when listed on equipment inventory (Schedule A).
- Defibrillator paddle repairs are included (excludes internal, sterilizable and pediatric paddles).
- Communications and Patient cables are excluded.
- PCMCIA Modems are excluded.
- Therapy cables are excluded.
- SpO2 Sensors are excluded.
- Case Changes are excluded.
- Discount of 17% from the field installed list price for any current and/or future available LIFEPAK®12 upgrade is included when installed by Medtronic Physio-Control Technical Services.
- Discount of 17% from list price for any Medtronic Physio-Control® Data Management product is included.
- Discounts may not be combined with any other special terms, discounts and/or promotions.

Medtronic Physio-Control Fastpak®, Fastpak 2, Lifepak SLA and Lifepak NiCd Battery

- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the operating instruction manual and to replace batteries that do not pass the conditions outlined under "Discarding/ Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).
- If customer provides evidence that a Medtronic Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years, Medtronic Physio-Control shall replace said Medtronic Physio-Control Battery Pak (like for like) i.e. FASTPAK for FASTPAK, FASTPAK2 for FASTPAK2, LIFEPAK SLA for LIFEPAK SLA, or LIFEPAK NiCd for LIFEPAK NiCd, up to a maximum of 4 Medtronic Physio-Control Battery Paks every two years (including prior Support Plan periods) per LIFEPAK® 12 defibrillator/monitor (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Medtronic Physio-Control and must be returned at the time of exchange.
- Only batteries manufactured by Medtronic Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Medtronic Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Medtronic Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Medtronic Physio-Control battery. Any repairs, as determined by a Medtronic Physio-Control Service Representative, resulting from the use of a non-Medtronic Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.

Lifepak®12 Software Updates

- If combined Repair and Inspection services are designated on the Technical Service Support Agreement inventory for Lifepak 12 units, at the customer's request, a Medtronic Physio-Control Technical Services Representative will install Lifepak 12 software updates at no additional charge provided it is installed at the time of a regularly scheduled inspection. In addition during the term of this agreement, where an assembly such as a printed circuit board must be replaced in order to install the new software, these assemblies may be purchased by the customer at a 50% discount off the current list price of a new assembly. Software updates requested to be installed at a time other than the regularly scheduled inspection will be billed at \$205 per unit per software update. The cost of the software update will be billed on a separate invoice.
- If Repair-Only services are designated on the Service Order inventory for Lifepak 12 units, at the customer's request a Medtronic Physio-Control Technical Services Representative will install a Lifepak 12 software update at a discounted price of \$205 per unit per software update. In addition during the term of this agreement, where an assembly such as a printed circuit board must be replaced in order to install the new software, these assemblies may be purchased by the customer at a 50% discount off the current list price of a new assembly. The cost of the software update will be billed on a separate invoice.
- Discounts may not be combined with any other special terms, discounts and/or promotions.