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**CITY OF MARATHON, FLORIDA  
RESOLUTION 2003-126**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF  
MARATHON, FLORIDA, ACCEPTING THE STATE OF FLORIDA  
EMERGENCY MEDICAL SERVICES 25% MATCHING GRANT AND  
AUTHORIZING THE PURCHASE OF TWO LIFEPAK 12'S**

**WHEREAS**, the City of Marathon ("City") has received a State of Florida Emergency Medical Services (EMS) Matching Grant applied for on January 22, 2003, and awarded on April 21, 2003 in the amount of \$34,196.25; and

**WHEREAS**, \$11,439.15 is the Cities 25% match; and

**WHEREAS**, the Fire Department desires to purchase two LifePak 12's for placement on the City ambulances to upgrade our current capabilities and enable the City to conduct emergency transports; and

**WHEREAS**, the purchase of two LifePak 12's is budgeted in the Fire Department's budget for Fiscal Year 2003-2004.

**WHEREAS**, a quote was received from Medtronic Physio-Control Corp. for \$45,635.40, a sole source provider.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** Council accepts the State of Florida EMS Matching Grant in the amount of \$34,196.25 and authorizes credit to account 001-70-04-522-604.

**Section 2.** Council authorizes the purchase of two LifePak 12's for the amount of \$45,635.40 from account 001-70-04-522-604; as quoted by Medtronic Physio-Control, Corp. a sole source provider. A copy of quote is hereby attached as Exhibit "A".

**Section 3.** This resolution shall take effect October 14, 2003.

**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 14th day of October, 2003.

**THE CITY OF MARATHON, FLORIDA**



**Randy Mearns, Mayor**

AYES: Bartus, Pinkus, Repetto, Worthington, Mearns  
NOES: None  
ABSENT: None  
ABSTAIN: None

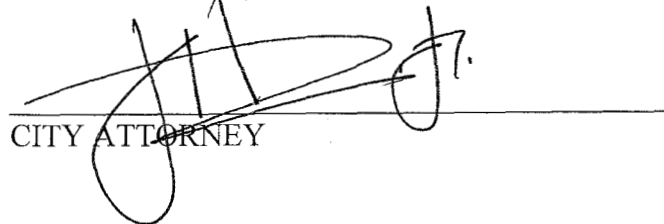
ATTEST:



Cindy L. Ecklund, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY  
OF MARATHON, FLORIDA ONLY:



CITY ATTORNEY



April 21, 2003

Mr. Tony Messina, Chief  
Marathon Fire Rescue  
8900 Overseas Highway  
Marathon, FL 33058

Dear Chief Messina:

It gives me great pleasure to hereby award your organization an emergency medical services matching grant M3110 in the amount of \$34,196.25, which is 75% of the total project costs approved by the Florida Department of Health as prescribed in section 401.113 Florida Statutes. The grant is 75% state funds, and 25% matching funds, which must be provided by the applicant. Your required cash match for this grant is \$11,399.65. The purpose of this matching grant is to support the pre-hospital activities and other emergency medical services items specified in your application and any revisions, which are on file with the Department's Bureau of Emergency Medical Services.

You acknowledge acceptance of the grant terms and conditions when you draw or otherwise obtain funds from the grant payment system. Your signed grant application acknowledges you have read, understood and will comply with all terms and conditions of the approved grant and departmental rules. You may place these funds in any type of bank account you choose; however, any interest earned on these funds must be returned to the department.

By separate letter, the Bureau of Emergency Medical Services will provide you and the individual identified as the contact person in your application, a copy of the approved grant budget, a list of any special grant conditions and the due dates of the required grant reports. This matching grant begins on the date of this letter and will end May 4, 2004. Failure to submit the required reports by the due dates may impact any future grant applications submitted by your organization.

Thank you for your continued support and involvement in improving and expanding the Florida pre-hospital emergency medical services system.

Sincerely,

A handwritten signature in black ink, appearing to read "John O. Agwunobi".

John O. Agwunobi, M.D., M.B.A.  
Secretary, Department of Health

JOA/gct



**Medtronic**  
PHYSIO-CONTROL

Medtronic Physio-Control Corp.  
11811 Willows Road NE  
P.O. Box 97048  
Redmond, WA 98073-9748  
www.physiocontrol.com  
www.medtronic.com  
customer support 800-442-1142  
fax 425-867-4970

September 11, 2003

Chief Tony Messina  
Marathon Fire Rescue  
8900 Overseas Hwy  
Marathon, FL 33050

Phone: 305-743-5266  
Fax: 305-289-9834

Dear Chief Messina,

In response to your recent request, I am writing to verify that Medtronic Physio-Control Corporation is the only source from which to obtain the LIFEPAK12 defibrillator/ monitor family of products, its parts and accessories in your marketplace. Medtronic Physio-Control does not utilize the services of any dealers or distributors in the sale of our products in your marketplace.

If you have any questions, please feel free to contact me at 800-442-1142 ext. 4551.

Sincerely,

L. Murray Lorance  
Sr. Pricing and Contracting Manager

MEDTRONIC PHYSIO-CONTROL



**Medtronic**  
PHYSIO-CONTROL

**REVISED  
QUOTE**

**Medtronic Physio-Control Corp.**

11811 Willows Road NE  
P.O. Box 97023  
Redmond, WA 98073-9723 U.S.A  
www.physiocontrol.com  
www.medtronic.com  
tel 800.442.1142  
fax 800.732.0956

To: Chief Tony Messina  
Marathon Fire Rescue  
8900 Overseas Hwy  
Marathon, FL 33050  
Phone: (305) 743-5266  
Fax: (305) 289-9834

**Quote#** 1-4XYFL  
**Rev#:** 3  
**Quote Date:** 09/11/2003  
**Sales Consultant:** Debbi Stanfield  
800-442-1142 x 2305  
**FOB:** Destination  
**Shipping:** 30-45 Days  
**Terms:** Net 30, all quotes subject to credit approval and the following terms & conditions

**Contract:** SNAPS II, 4651957-2

**Exp Date:** 10/17/2003

Line	Part#	Product	Qty	Unit Price	Unit Disc	Unit Net Price	Total
1	99400-000165	LIFEPAK 12 Biphasic defibrillator/monitor - Config 15 The biphasic LIFEPAK 12 is an ADAPTIV fully escalating (to 360 joules) biphasic multi-parameter defibrillator/monitor unit. Ship kit included. Hard paddles, batteries and carrying case not included.  Biphasic waveform, AED, Pacing, SpO2, 12-Lead, Fax, NIBP, EtCO2, 100mm printer, LCD	2	\$27,470.00	\$2,437.50	\$25,032.50	\$50,065.00
2	Write-In Product	Ship Kit # 41310-001536 Included	2	\$0.00	\$0.00	\$0.00	\$0.00
	LP10	Trade-in value for LIFEPAK 10 defibrillator/monitor	2	\$0.00	\$3,750.00	-\$3,750.00	-\$7,500.00
4	11996-000019	DS100A Durasensor Adult Finger Sensor (reuseable) Includes 1 reuseable clip, 1 year warranty	2	\$205.00	\$10.25	\$194.75	\$389.50
5	11141-000026	*LIFEPAK NiCad battery with fuel gauge 2.4amp Rechargeable nickel-cadium	10	\$255.00	\$24.15	\$230.85	\$2,308.50
3	11260-000012	Basic Carrying Case For the LP12. Includes shoulder strap, right pouch and front cover.	2	\$140.00	\$18.40	\$121.60	\$243.20
	11220-000027	Left Pouch	2	\$31.00	\$3.45	\$27.55	\$55.10
	11220-000072	Back Pouch - Large	2	\$43.00	\$5.95	\$37.05	\$74.10

**GRAND TOTAL \$45,635.40**

**Pricing Summary Totals**

List Price:	\$58,328.00
SNAPS II, 4651957-2 Contract Discount:	-\$5,192.60
Trade-ins:	-\$7,500.00

GRAND TOTAL FOR THIS QUOTE

\$45,635.40

MPC REQUIRES WRITTEN VERIFICATION OF THE ORDER  
OR A PURCHASE ORDER. PLEASE CHECK ONE:  
 PURCHASER HAS A PURCHASE ORDER SYSTEM.  
 PURCHASER DOES NOT HAVE A PURCHASE ORDER  
SYSTEM AND THE UNDERSIGNED IS AUTHORIZED TO  
ACCEPT THIS ORDER ON THE TERMS AND PRICES  
QUOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (SIGNATURE)

NAME

TITLE

DATE

Ref. Code: CB/14985701/1-4XYEX

**Notes:**

TAXES, FREIGHT AND HANDLING FEES WILL BE ADDED AT TIME OF SHIPMENT, IF APPLICABLE.

ABOVE PRICING VALID ONLY IF QUOTE IS PURCHASED IN ITS ENTIRETY. (OPTIONAL ITEMS NOT REQUIRED).  
IF QUOTE REFLECTS TRADE-IN VALUES, CUSTOMER ASSUMES RESPONSIBILITY FOR SHIPMENT OF TRADE-IN UNITS TO  
MEDTRONIC PHYSIO-CONTROL.

FOR ADDITIONAL PRODUCT INFORMATION PLEASE VISIT US AT [www.medtronicphysiocontrol.com/products/](http://www.medtronicphysiocontrol.com/products/) AND  
[www.biphasic.com](http://www.biphasic.com)

## 1. General Terms

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

## 2. Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Medtronic Physio-Control standard prices in effect at the time of delivery. Pricing quoted is for Purchaser's benefit only and shall not be extended to any other party without the prior written consent of Medtronic Physio-Control. All pricing is confidential information between Medtronic Physio-Control and Purchaser. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Medtronic Physio-Control receives a copy of a valid tax exemption certificate prior to delivery. Please forward your tax exemption certificate to the Medtronic Physio-Control Tax Department P.O. Box 87006, Redmond, Washington 98073-8706

## 3. Payment

Unless otherwise indicated in this document or otherwise confirmed by Medtronic Physio-Control in writing, payment for goods and services supplied by Medtronic Physio-Control shall be subject to the following terms:

Domestic (USA) Sales - Upon approval of credit by Medtronic Physio-Control. 100% of invoice due thirty (30) days after invoice date.

International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Medtronic Physio-Control may change the terms of payment at any time prior to delivery by providing written notice to the Purchaser. Medtronic Physio-Control reserves the right to charge a 15% restocking fee for returns.

## 4. Delivery

Unless otherwise indicated in this document, delivery shall be FOB Medtronic Physio-Control point of shipment and title and risk of loss shall pass to the Purchaser at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Purchaser, Medtronic Physio-Control will obtain transportation on the Purchaser's behalf and for the Purchaser's account. Excess charges for expedited delivery are the responsibility of the Purchaser unless specifically waived by Medtronic Physio-Control. ARRANGEMENT FOR INSURANCE OF MERCHANDISE IS THE RESPONSIBILITY OF THE PURCHASER.

## 5. Delays

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

## 6. Inspection and Acceptance

Claims by the Purchaser for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Medtronic Physio-Control with written notice of any deficiency. In the absence of such notice, Medtronic Physio-Control will deem products and services accepted by Purchaser. Payment is not contingent upon immediate correction of any deficiencies and Medtronic Physio-Control prior approval is required before the return of any goods to Medtronic Physio-Control.

## 7. Warranty

Medtronic Physio-Control warrants its products in accordance with the terms of the standard Medtronic Physio-Control product warranty applicable to the product to be supplied, and the remedies provided under such warranty shall be the Purchaser's sole and exclusive remedies. The warranties set forth therein are conditioned upon the proper use and maintenance and conformance with any applicable recommendations of Medtronic Physio-Control and Purchaser promptly notifying Medtronic Physio-Control of any defects. The warranties are extended solely to the Purchaser and not to any other party. Medtronic Physio-Control makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IN NO EVENT SHALL MEDTRONIC PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

## 8. Non-Warranty Service

Non-Warranty service is available by contacting Medtronic Physio-Control. All risk of loss, damage, freight and other costs for shipment to and from the point of repair shall be the responsibility of the Purchaser.

## 9. Patent Indemnity

Upon receipt of prompt notice from the Purchaser and with the Purchaser's authority and assistance, Medtronic Physio-Control agrees to defend, indemnify and hold the Purchaser harmless against any claim that the Medtronic Physio-Control products covered by this document directly infringe any duly issued United States of America patent.

## 10. Third Party Liability

Medtronic Physio-Control shall not be liable for and Purchaser shall hold Medtronic Physio-Control harmless from any liability sustained in favor of third parties arising from or during Purchaser's possession, use or authorized resale of Medtronic Physio-Control equipment except to the extent that such liability arises solely from Medtronic Physio-Control's negligence. Medtronic Physio-Control shall not be liable for and Purchaser shall hold Medtronic Physio-Control harmless from any liability for consequential damages sustained by Purchaser including those arising from or measured by lost profits under its contracts with third parties.

## 11. Miscellaneous

The Purchaser agrees that products purchased hereunder will not be reshipped or resold. Only authorized distributors of Medtronic Physio-Control may resell or reship Medtronic Physio-Control products.

Through the purchase of Medtronic Physio-Control products, the Purchaser does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products and the Purchaser expressly agrees not to reverse engineer or decompile such products or related software and information.

Medtronic Physio-Control shall have the right to cancel or suspend this Agreement at any time upon Purchaser making an assignment for the benefit of creditors or becoming bankrupt or insolvent, or upon a petition being filed in a court of competent jurisdiction proposing the appointment of a receiver or that Purchaser is designated bankrupt or insolvent or reorganized under the provisions of any applicable bankruptcy or insolvency law.

In addition to the rights and remedies reserved herein, Medtronic Physio-Control shall have all the rights and remedies conferred by law and shall not be required to proceed with performance of the contract arising herefrom if Purchaser is in default to Medtronic Physio-Control under this or any contract or obligation.

The rights and obligations of Medtronic Physio-Control and the Purchaser related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by Medtronic Physio-Control related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the Purchaser.

MPC P/N: 3201819-000