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**CITY OF MARATHON, FLORIDA
RESOLUTION 2004-102**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF MARATHON, FLORIDA, APPROVING A TECHNICAL SERVICE SUPPORT AGREEMENT WITH MEDTRONIC PHYSIO-CONTROL CORPORATION FOR SERVICE OF THE FIRE DEPARTMENT LIFEPAK 12's

WHEREAS, the City of Marathon (City) has received the Technical Service Support Agreement from Medtronic Physio-Control for three LifePak 12's, and

WHEREAS, the fire department needs to maintain the service, maintenance and testing on these units, and

WHEREAS, a quote was received from Medtronic Physio-Control Corporation for \$2,850, a sole source provider.

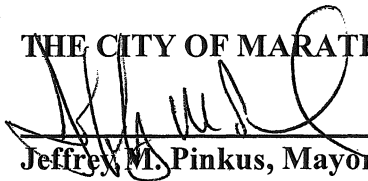
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, that:

Section 1. Council authorizes the Technical Service Support Agreement, attached as exhibit "A", with Medtronic Physio-Control Corporation for the service of the Fire Department LifePak 12's.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 24th day of August, 2004.

THE CITY OF MARATHON, FLORIDA



Jeffrey M. Pinkus, Mayor

AYES: Bartus, Bull, Mearns, Miller, Pinkus
NOES: None
ABSENT: None
ABSTAIN: None

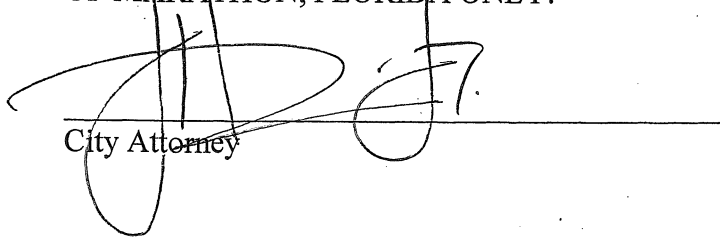
ATTEST:



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

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 10/1/2004 and expires on 9/30/2005.

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 \$2,850.00 per term, payable in Annual installments.

Special Terms

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

Accepted: MEDTRONIC PHYSIO-CONTROL CORP.

By:

Title:

Date:

Trevi Pao

Contract Coordinator

SEP 1 2004

Customer:

By:

Print:

Title:

Date:

Marathon Fire Rescue

Jeffrey M. Perkins

Jeffrey M. Perkins

Mayor

8-24-04

Purchase Order Number:

Customer Contact:

Capt. Bob Deland

Phone: 305-743-5266

FAX: 305-289-9834

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

[Signature]
City Attorney

Territory Rep: EASS59
Montero, Sandra
Phone: 800-442-1142 x2081
FAX: 800-772-3340

Reference Number: S59-1273
Printed: 7/1/2004

New
Page 1 of 5

MEDTRONIC PHYSIO-CONTROL CORPORATION
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

RENEWAL TERMS

Medtronic Physio-Control's acceptance of Customer's Technical Service Support Agreement is expressly conditioned on Customer's assent to the terms set forth in this document and its attachments. Physio-Control 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-Control by Customer. These terms may not be revised in any manner without the prior written consent of an officer of Physio-Control.

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-Control service technician labor, and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control 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-Control service technician labor and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

DOCUMENTATION

Following each Repair and/or Inspection, Physio-Control 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-Control 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-Control in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Physio-Control's request.

EXCLUSIONS

This Technical Service Support Agreement 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-Control under this Technical Service Support Agreement; case changes; repair or replacement of items not originally distributed or installed by Physio-Control; and exclusions on Schedule B to this Technical Service Support Agreement, 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-Control is requested to perform Repair or Inspection services not designated in this Technical Service Support Agreement (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-Control at Physio-Control'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-Control shall be payable by Customer within thirty (30) days of Customer's receipt of Physio-Control's Invoice (or such other terms as Physio-Control confirms to Customer in writing). In addition to the cost of services performed, Customer shall pay or reimburse Physio-Control for any taxes assessed Physio-Control. If the number or configuration of Covered Equipment is altered during the Term of this Technical Service Support Agreement, the price of Services shall be adjusted accordingly.

WARRANTY

Physio-Control warrants Services performed under this Technical Service Support Agreement 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 reserivicing the affected unit and/or replacement of any part determined to be defective, without any additional Customer charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control 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-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.

TERMINATION

Either party may terminate this Technical Service Support Agreement at any time upon sixty (60) days prior written notice to the other, except that Physio-Control may terminate this Technical Service Support Agreement immediately upon Customer's failure to make timely payments for services rendered under this Technical Service Support Agreement. In the event of termination, Customer shall be obligated to reimburse Physio-Control 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-Control 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 or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control'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-Control's behalf during the Term of this Technical Service Support Agreement or for one (1) year following its expiration without Physio-Control's prior written consent.
- b) This Technical Service Support Agreement, 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-Control and Customer under this Technical Service Support Agreement shall be governed by the laws of the State of Washington. All costs and expenses incurred by Physio-Control related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by Customer.

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

Contract Number:

Servicing Rep: Montero, Sandra, 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

<u>Model</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Ref. Line</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Total Inspections</u>
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	13431056	1	10/1/2004	9/30/2005	1
LIFEPAK® 12	VLP12-02-002269	13451833	2	10/1/2004	9/30/2005	1
LIFEPAK® 12	VLP12-02-002982	31519159	3	10/28/2004	9/30/2005	1
LIFEPAK® 12	VLP12-02-002982	31519268	4	10/28/2004	9/30/2005	1
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	044637	5	10/1/2004	9/30/2005	1

** 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® 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.



Medtronic
PHYSIO-CONTROL

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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 Lorange
Sr. Pricing and Contracting Manager

MEDTRONIC PHYSIO-CONTROL