

**FIRST AMENDMENT TO TECHNICAL SERVICE SUPPORT AGREEMENT FOR  
LIFEPAKS BETWEEN THE CITY OF FORT LAUDERDALE  
AND PHYSIO-CONTROL, INC.**

THIS FIRST AMENDMENT TO TECHNICAL SERVICE SUPPORT AGREEMENT dated January 13, 2011, is by and between the City of Fort Lauderdale, a Florida municipality, ("CITY"), and Physio-Control Inc., a Washington corporation authorized to transact business in the State of Florida, ("CONTRACTOR").


WHEREAS, the CITY and the CONTRACTOR entered into an Agreement for Technical Service Support dated October 1, 2009, ("Agreement"),

NOW, THEREFORE, the CITY and the CONTRACTOR hereby amend the Agreement as follows:

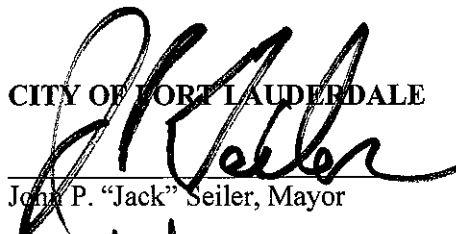
1. SCHEDULE A: Schedule A of the Agreement is deleted and replaced by Schedule A that is attached to this First Amendment to Agreement for Technical Service Support, and which is hereby incorporated into the Agreement.
2. SCHEDULE B: Schedule B of the Agreement is deleted and replaced by Schedule B that is attached to this First Amendment to Agreement for Technical Service Support, and which is hereby incorporated into the Agreement.
3. Except as set forth in this Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

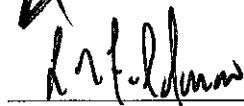
IN WITNESS WHEREOF, the CITY and the CONTRACTOR execute this First Amendment to Agreement for Technical Service Support as follows:

ATTEST

  
Jonda K. Joseph, City Clerk

CITY OF FORT LAUDERDALE

  
Jack P. "Jack" Seiler, Mayor

  
Lee R. Feldman, City Manager

Approved as to form:

  
Senior Assistant City Attorney

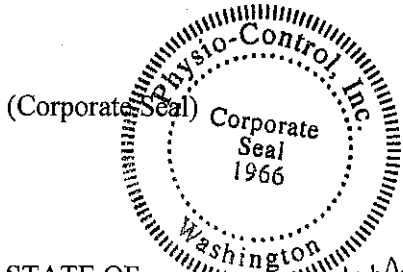
WITNESSES:

B. deLew  
Print Name: Bryan deLew

Daniel Finney  
Print Name: DANIEL FINNEY

PHYSIO-CONTROL, INC.

By: V. Pettit  
Print Name: VINCE PETTIT  
Title: ASSOC. CONTRACT ANALYST

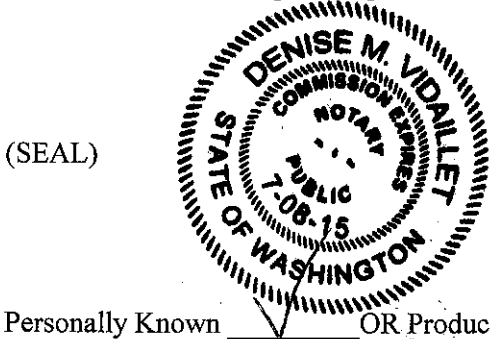


ATTEST:

Traci S. Umberger  
Print Name: TRACI S. UMBERGER  
Secretary

STATE OF WASHINGTON  
COUNTY OF KING

The foregoing instrument was acknowledged before me this        day of JANUARY, 2012, by Vince Pettit as Assoc. Contract Analyst for Physio-Control Inc., a Washington corporation authorized to transact business in the State of Florida.



[Signature]  
(Signature of Notary Public)  
State of WASHINGTON  
(Print, Type, or Stamp Commissioned Name of Notary Public)  
KING COUNTY # 194574  
EXP: 07/08/15

Personally Known        OR Produced Identification       

Type of Identification Produced N/A

**PHYSIO-CONTROL, INC.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT**  
**SCHEDULE A**

Contract Number: PB14A920

Servicing Rep: Adalid Colon, EAVV57

District: SOUTHEAST

Phone: 8004421142 x2464

FAX: 800-772-3340

Equipment Location: CITY OF FORT LAUDERDALE, 00711305  
 FIRE-RESCUE & BUILDING DEPT.  
 1300 S.W. 1 STREET  
 FORT LAUDERDALE, FL 33312

Scope Of Service      POS LP15 On Site Repair and 1 Insp per Year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 15	V15-2-000052	38988247	79**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	38988251	80**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	38988258	81**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	38988259	82**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	38996392	83**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	38996395	84**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	38996398	85**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	38996794	86**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	38999803	87**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39415128	88**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39415137	89**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39415144	90**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39415145	91**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39415148	92**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39415149	93**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39415150	94**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39415151	95**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39415152	96**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39415153	97**	7/1/2011	9/30/2014	3

Reference Number: V57-2513      Renewal  
 Printed: 10/6/2011

LIFEPAK® 15	V15-2-000052	39415154	98**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39415155	99**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420144	100**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420145	101**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420146	102**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420147	103**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420148	104**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420149	105**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420150	106**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420152	107**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420153	108**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420156	109**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420157	110**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420158	111**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420161	112**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420163	113**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420165	114**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420166	115**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420167	116**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420168	117**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420171	118**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420177	119**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420178	120**	7/1/2011	9/30/2014	3
LIFEPAK® 15	V15-2-000052	39420151	121**	7/1/2011	9/30/2014	3

**PHYSIO-CONTROL, INC.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT**  
**SCHEDULE B**

LIFEPAK® 15 (LP 15) Defibrillator/Monitor Service includes:

- Standard detachable hard saddle repairs
- LP15 upgrade installed by Physio-Control Technical Services Representative at a rate of 17% less than the then current field-installed list price
- All Physio-Control battery charging systems owned by contract end user, up to a one-for-one basis with the total number of LP15 Defibrillator/Monitor's listed in Schedule A.
- Power Adapter

Physio-Control LIFEPAK® 15 Battery

Battery maintenance, performance testing, evaluation, removal, recycling, and replacement are the Customer's responsibility and should be performed in accordance with the LP 15 Series Operating Instructions section entitled Discarding/Recycling Batteries.

Battery replacement is available upon completion of the second year of use on a one-for-one basis, up to the number of devices listed in Equipment Inventory, Schedule A. Replacement batteries shall be like-for-like (i.e. LIFEPAK Li-ion for LIFEPAK Li-ion, etc.).

One-for-one, like-for-like battery replacement is available prior to the completion of second year of use upon battery failure as determined by Customer's performance testing and evaluation in accordance with the LP 15 Operating Instructions section entitled Discarding/Recycling Batteries. During the Term of this Agreement, no-charge replacement for battery failure shall occur no more than three (3) times per two-year period, regardless of any terms in prior Support Plans.

Battery replacement is dependent upon Customer's notice to Physio-Control of the completion of the second year of use or battery failure as determined by Customer's performance testing and evaluation. At the discretion of Physio-Control, battery replacement shall be accomplished by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of replacement battery, the battery being replaced becomes the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. If Physio-Control does not receive the battery Customer will be charged at the then-current rate for the replacement battery.

Only batteries manufactured by Physio-Control are covered under this Service Agreement. Batteries not manufactured by Physio-Control are expressly excluded from coverage under this Service Agreement. Physio-Control does not guarantee the operation, safety, and/or performance of our product when operating with a battery not manufactured by Physio-Control. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a battery manufactured by Physio-Control. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a battery not manufactured by Physio-Control, will be billed at Physio-Control's then current standard list prices for parts and labor, including travel costs in accordance with the Customer's Travel Allowance Subsistence Policy.

• LIFEPAK® 15 Software Updates

If combined Repair and Inspection services are designated for LP 15 units listed in Schedule A, a Physio-Control Technical Services Representative will install LP 15 software updates at no additional cost, provided they are installed at the time of a regularly scheduled inspection. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then-current list price. Software updates, when installed at a time other than the regularly scheduled inspection, will be billed at a rate of \$205.00 per unit per software update. The cost of such software update will be billed in a separate invoice.

If Repair-Only services are designated for LP 15 units listed in Schedule A, a Physio-Control Technical Services Representative will install a LP 15 software update at the rate of \$205.00 per unit per software update. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then-current list price. The cost of such software update will be billed in a separate invoice.

Reference Number: V57-2513      Renewal  
Printed: 10/6/2011

**PHYSIO-CONTROL, INC.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT**  
**SCHEDULE B**

LP 15 Defibrillator/Monitor does not include repair or replacement of the following:

- Internal, sterilizable and pediatric paddles
- Communications cables
- Therapy cables
- Patient cables
- SpO2 sensors
- Case changes

Discounts may not be combined with other special terms, discounts and/or promotions.