PHYSIO CONTROL

TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:

End User # 00711305
CITY OF FORT LAUDERDALE
FIRE-RESCUE DEPT
528 NW 2nd Street
FORT LAUDERDALE, FL 33311

Bill To # 00711203
CITY OF FORT LAUDERDALE
ACCOUNTS PAYABLE
100 N. ANDREWS AVENUE, 6TH FLOOR
FORT LAUDERDALE, FL 33301

This Technical Service Support Agreement begins on 10/1/2013 and expires on 9/30/2014.

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.

Price of coverage specified on Schedule A is $26,350.00 per term, payable in twelve monthly installments in arrears.

Special Terms

15% DISCOUNT ON ALL ACCESSORIES AND DISPOSABLES

Purchase Order Number:_____

Territory Rep: EAVV57
Adalid Colon
Phone: 800-442-1142
FAX: 800-772-3340

Customer Contact:
Battalion Chief Cris Dietz
Phone: 954-828-7447
FAX: 954-828-6843

Reference Number: V57-2578

PHYSIO-CONTROL, INC.

TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

RENEWAL TERMS
Physio-Control, Inc.'s ("Physio-Control") 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 except where service technicians are rendered unavailable due to mandatory training commitments, in which case Physio-Control will provide alternate coverage. 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 travel costs in accordance with the Customer's Travel Allowance and Subsistence Policy.

PAYMENT
The cost of services performed by Physio-Control shall be payable by Customer within forty-five (45) days of Customer's receipt of Physio-Control's proper invoice. 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.

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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 reservicing 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 OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES,** except that Physio-Control agrees to protect and defend at Physio-Control's expense, counsel being subject to the Customer's approval, and indemnify and hold harmless the Customer and the Customer's officers, employees, and agents from and against losses, penalties, damages, settlements, judgments, claims, costs, charges for other expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of the work agreed to or performed by Physio-Control. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

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) 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.

b) The rights and obligations of Physio-Control and Customer under this Technical Service Support Agreement shall be governed by the laws of the State in which the service is provided. All costs and expenses incurred by the prevailing party related to the enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

c) This Technical Service Support Agreement shall be governed by and constituted in accordance with the laws of the State of Florida. Venue for any lawsuit by one party against the other party or otherwise arising out of this Technical Service Support Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

d) Physio-Control shall, upon execution of this Agreement, provide to the Customer a certificate of commercial general liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Customer's risk manager, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, independent contractors, and liability arising out of the indemnification provision. Physio-Control shall, upon execution of the Agreement, provide to the City a certificate of business auto liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Customer's risk manager, in an amount not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage (or bodily injury: $250,000 each person, $500,000 each occurrence, and property damage: $100,000 each occurrence), including coverage for owned autos and other vehicles, heavy equipment, non-owned autos and other vehicles. The commercial general liability and auto liability insurance policies shall name the City of Fort Lauderdale, a Florida municipality, as an additional insured. In addition, Physio-Control shall, upon execution of this Agreement, provide to the City a certificate of worker's compensation insurance, including employer's liability, with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's risk manager, with limits not less than $100,000 per accident, $500,000 disease (policy limit), and $100,000 disease (each employee) in compliance with all state and federal laws. Physio-Control shall provide to the Customer at least (30) days' written notice by registered or certified mail, return receipt requested, addressed to the Customer's risk manager, prior to cancellation or modification of any required insurance.

e) Physio-Control shall:

1) Keep and maintain public records that ordinarily and necessarily would be required by the Customer in order to perform the service.

(2) Provide the public with access to public records on the same terms and conditions that the Customer would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Customer, all public records in possession of Physio-Control upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer.

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

Contract Number:

Servicing Rep: Adalid Colon, EAVV57
District: SOUTHEAST
Phone: 800-442-1142
FAX: 800-772-3340

Equipment Location: CITY OF FORT LAUDERDALE, 00711305
FIRE-RESCUE DEPT
528 NW 2nd STREET
FORT LAUDERDALE, FL 33311

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
LUCAS US	3302430-000	30101197	1	10/1/2013	9/30/2014	1
LUCAS US	3302430-000	30101203	2	10/1/2013	9/30/2014	1
LUCAS US	3302430-000	30101204	3	10/1/2013	9/30/2014	1
LUCAS US	3302430-000	30101205	4	10/1/2013	9/30/2014	1
LUCAS US	3302430-000	30101211	5	10/1/2013	9/30/2014	1
LUCAS US	3302430-000	30101214	6	10/1/2013	9/30/2014	1
LUCAS US	3302430-000	30101215	7	10/1/2013	9/30/2014	1
LUCAS US	3302430-000	30101217	8	10/1/2013	9/30/2014	1
LUCAS US	3302430-000	30101221	9	10/1/2013	9/30/2014	1
LUCAS US	3302430-000	30101224	10	10/1/2013	9/30/2014	1
LUCAS US	3302430-000	30112226	11	10/1/2013	9/30/2014	1
LUCAS US	3302430-000	30112251	12	10/1/2013	9/30/2014	1
LUCAS US	3302430-000	30112500	13	10/1/2013	9/30/2014	1
LUCAS US	3302430-000	30112518	14	10/1/2013	9/30/2014	1
LUCAS US	3302430-000	30101213	15	10/1/2013	9/30/2014	1
LUCAS US	3302430-000	30101216	16	10/1/2013	9/30/2014	1
LUCAS US	3302430-000	30101225	17	10/1/2013	9/30/2014	1

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

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

LUCAS 2 Chest Compression System On-Site Service includes:

First Year of Ownership

- On-site warranty service.

After First Year of Ownership

- On-site annual preventative maintenance and performance inspections
- Cleaning of the hood and bellows exterior
- Replacement of the suction cup and patient straps, if necessary
- Replacement or repair of Physio-Control battery charging systems, on a one-for-one basis with the total number of LUCAS devices listed in Schedule A and as determined necessary by Physio-Control.

Battery Coverage for LUCAS 2

- Replacement of one (1) LUCAS 2 battery every three (3) years or upon battery failure.

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IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

ATTEST:

Jonda K. Joseph, City Clerk

CITY OF FORT LAUDERDALE

John P. "Jack" Seiler, Mayor

Lee R. Feldman, City Manager

Approved as to form:

Senior Assistant City Attorney

WITNESSES:

HEVILA FREITAS
Print Name:

YVANNE TODD
Print Name:

PHYSIO-CONTROL, INC., a Washington corporation authorized to transact business in the State of Florida

By:

David T. Stafford Jr.
Executive Vice President &
Chief Financial Officer

ATTEST:

Traci S. Umberger
Secretary

(Corporate Seal)

STATE OF WA:
COUNTY OF King:

The foregoing instrument was acknowledged before me this 13 day of December, 2013, by Brian Webster as President for Physio-Control, Inc., a Washington corporation authorized to transact business in the State of Florida.

Y. M. TODD
NOTARY PUBLIC
COMMISSION EXPIRES 3-09-17
STATE OF WASHINGTON

Notary Public, State of WA
(Signature of Notary Public)

YM Todd
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X OR produced Identification _____
Type of Identification Produced _____