



# TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:

End User # 00711305  
CITY OF FORT LAUDERDALE  
FIRE-RESCUE & BLDG DEPT  
1300 SW 1 ST  
FORT LAUDERDALE, FL 33312

Bill To # 00711203  
CITY OF FORT LAUDERDALE  
100 N ANDREWS AVE 6TH FLR  
CENTRAL ACCOUNTING  
FORT LAUDERDALE, FL 33301

The term of this Technical Service Support Agreement begins on October 1, 2014 and expires on September 30, 2017.

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 \$154,224.00 per term, payable in Monthly in-arrears installments.

## Special Terms

15% DISCOUNT ON ALL ELECTRODES  
15% DISCOUNT ON ACCESSORIES

Date: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Territory Rep: EAVV57  
Adalid Colon  
Phone: 8004421142  
FAX: 800-772-3340

Customer Contact:  
Chief David Dipetrillo  
Phone: 954-828-6831  
FAX:

Reference Number: V57-2632  
Printed: 10/27/2014

Renewal  
Page 1 of 9

**PHYSIO-CONTROL, INC.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS**

Customer's signature on this Agreement or a valid purchase order referencing this Technical Service Support Agreement is required prior to Physio-Control's acceptance and performance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents, including Customer's purchase order. These terms may not be revised in any manner without the prior written consent of Physio-Control.

**SERVICES.** The Services provided under this Agreement are set forth on Schedule A. Physio-Control strives, but does not guarantee, to return service calls within two (2) hours and to resolve service issues within twenty-four (24) hours. Following Services, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following Services are available and further described as they relate to each specific Physio-Control device on Schedule B:

" *Repair Plus Service* " or " *Repair Only Service* " means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions (as set forth below).

" *Preventative Maintenance* " or " *Inspection Only Service* " means inspection and adjustment to maintain Covered Equipment in satisfactory operating condition. Inspections include tests, measurements, and a thirty-point evaluation of Covered Equipment. Covered Equipment is properly calibrated, mechanical operations are checked and adjusted, if necessary, and output measurements are verified to function properly. Electrical safety checks are also performed in accordance with National Fire Protection Association (NFPA) guidelines. Preventative Maintenance and Inspection Only Service are subject to Exclusions.

" *Comprehensive Service* " or " *Repair & Inspect Service* " means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines, and Updates (as set forth below), subject to Exclusions.

" *Battery Replacement Service* " means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of: (i) battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or (ii) the end of the useful life of the battery as set forth in the applicable Operating Instructions.

At the discretion of Physio-Control, battery replacement shall be effected 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 a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery being replaced, Physio-Control will invoice Customer the then-current rate for the replacement battery.

" *On-Site Service* " means that a Physio-Control factory-trained technician will provide Services at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Services at scheduled times. Some Services may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

" *Ship-In Service* " means that Services will be performed at Physio-Control's designated facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated facility for Services.

If Covered Equipment is not available when Services are scheduled or Customer requests services or goods not covered by this Agreement or outside of designated Services frequency or hours, Physio-Control will charge Customer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel costs in accordance with the Customer's Travel Allowance and Subsistence Policy in addition to the contract price. Repair parts required for such repairs will be made available at 15% off the then-current list price.

**EXCLUSIONS.** Unless otherwise specified, Services do not include the following Exclusions:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes, or other products not distributed by Physio-Control
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- Upgrades, and installation of Upgrades

**LOANERS.** If Covered Equipment must be removed from use to complete Services, Physio-Control will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the

removed Covered Equipment or Physio-Control's request.

**UPDATES.** "Update" means a change to a device to enhance its current features, stability, or software. If Comprehensive Service or Repair & Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates installed on Covered Equipment designated on Schedule A as Repair Plus Service, Repair Only Service, Preventative Maintenance Service, Inspection Only Service, or at a time other than regularly scheduled Comprehensive Service or Repair & Inspect Service, will be billed on a separate invoice at 20% off the then-current list price of the Update. For all Service plans, if parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

**UPGRADES.** "Upgrade" means a major, standalone version of software or the addition of features or capabilities to a device. For all Service plans, Upgrades must be purchased separately and are not provided under this Agreement. Upgrades are available at a rate of 17% off the then-current list price.

**PRICING.** Pricing is set forth on the first page of this Agreement, on the Quote for Services, and/or on the Invoice for the Services purchased. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and Services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Preventative Maintenance Service, Inspection Only Service, Comprehensive Service, and Repair & Inspect Service, no pricing deduction will be made for removal of Covered Equipment if preventative maintenance and inspection have already been performed during the Term and no further preventative maintenance and inspection are scheduled to occur. Discounts may not be combined with other special terms, discounts, and/or promotions.

**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.

**WARRANTY.** Physio-Control warrants Services performed under this Agreement and repair/replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date Services were performed or a repair/replacement part was provided. Customer's sole remedy shall be reservicing the affected Covered Equipment and/or replacement of any part determined to be defective, without additional 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.**

#### **INDEMNIFICATION**

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.

**TERM.** The Term of this Agreement is set forth on the first page of this document.

**TERMINATION.** Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination by Customer, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term 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.

**DEVICE INSPECTION BEFORE ACCEPTANCE.** Any device that is not covered by either a Physio-Control Limited Warranty or a current or previous Physio-Control Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at customer's cost at the then-current list prices prior to being covered under a Technical Service Support Agreement. Physio-Control reserves the right to refuse to support any device that has been remanufactured by a company other than Physio-Control.

**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 construed 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 (2014), 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.
- f) The continuation of this Agreement beyond the end of any fiscal year of the Customer, to wit, September 30th, shall be subject to both the appropriation and the availability of funds.

\*\* LEFT BLANK INTENTIONALLY \*\*

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

ATTEST:

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
Jonda K. Joseph, City Clerk

\_\_\_\_\_  
John P. "Jack" Seiler, Mayor

\_\_\_\_\_  
Lee R. Feldman, City Manager

Approved as to form:

\_\_\_\_\_  
Senior Assistant City Attorney

WITNESSES:

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

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_

Brian D. Webster

\_\_\_\_\_  
Print Name:

President

ATTEST:

\_\_\_\_\_  
Traci S. Umberger  
Secretary

(Corporate Seal)

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2014, by Brian D. Webster as president for Physio-Control, Inc., a Washington corporation authorized to transact business in the State of Florida.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name  
of Notary Public)

Personally Known \_\_\_\_ OR produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Reference Number: V57-2632

Printed: 10/27/2014

Renewal

Page 5 of 9

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

Contract Number:

Servicing Rep: Adalid Colon, EAVV57  
 District: SOUTHEAST  
 Phone: 8004421142  
 FAX: 800-772-3340

Equipment Location: CITY OF FORT LAUDERDALE, 00711305  
 FIRE-RESCUE & BLDG DEPT  
 1300 SW 1 ST  
 FORT LAUDERDALE, FL 33312

Scope Of Service On Site Comprehensive Coverage

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 15	V15-2-000052	38988247	1	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	38988251	2	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	38988258	3	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	38988259	4	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	38996392	5	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	38996395	6	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	38996398	7	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	38996794	8	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	38999803	9	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39415128	10	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39415137	11	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39415144	12	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39415145	13	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39415148	14	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39415149	15	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39415150	16	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39415151	17	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39415152	18	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39415153	19	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39415154	20	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39415155	21	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420144	22	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420145	23	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420146	24	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420147	25	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420148	26	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420149	27	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420150	28	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420152	29	10/1/2014	9/30/2017	3

LIFEPAK® 15	V15-2-000052	39420153	30	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420156	31	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420157	32	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420158	33	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420161	34	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420163	35	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420165	36	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420166	37	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420167	38	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420168	39	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420171	40	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420177	41	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420178	42	10/1/2014	9/30/2017	3
LIFEPAK® 15	V15-2-000052	39420151	43	10/1/2014	9/30/2017	3

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



**MEDTRONIC EMERGENCY RESPONSE SYSTEMS, INC.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT**  
**SCHEDULE A**

Contract Number:  
Additional Items

Service Type	Item	Quantity	Start Date	End Date
CASE CHANGE	LP12/15/20 CASE CHG 10+	15	10/1/2014	9/30/2017

\*\* Denotes an additional item line that has changed since the last contract revision or addendum.

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

LIFEPAK® 15 Monitor/Defibrillator Services

LIFEPAK® 15 Monitor/Defibrillator Comprehensive Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15

Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control

- Power Adapter repair or replacement
- Battery Replacement Service
- o Replacement of three (3) LIFEPAK Lithium-ion batteries every two (2) years, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15

Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control

- Power Adapter repair or replacement
- Battery Replacement Service
- o Replacement of three (3) LIFEPAK Lithium-ion batteries every two (2) years, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Preventative Maintenance Service

- Inspections at intervals set forth on Schedule A
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.