

**CITY OF EL PASO, TEXAS**  
**AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Fire

**AGENDA DATE:** January 6, 2009

**CONTACT PERSON/PHONE:** Michael Calderazzo, 771-1071  
Terrence Freiburg, Purchasing Manager, 541-4313

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

Request that the Purchasing Manager, Financial Services be authorized to amend Contract C55-2678 issued to Physio-Control, Inc., a division of Medtronic Emergency Response Systems, Inc. to include the Parks and Recreation's, Police Department's and the Department of Aviation's defibrillators. Physio-Control, Inc. is the sole source technical representative/manufacturer for LifePak defibrillators products, parts, accessories, supplies and maintenance.

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**BACKGROUND / DISCUSSION:**

This contract provides for annual maintenance of all city defibrillators, excluding those models the manufacturer has deemed exempt from such maintenance.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

Yes. Reference # C55-2678, expires February 28, 2010.

**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

Total value of this amended contract is \$73,335.00 for 12 months, \$146,670.00 for 24 months. Fire funding: 22010319-502229-01101.

**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** \_\_\_\_\_  
(Example: if RCA is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:** \_\_\_\_\_

**CITY MANAGER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



Physio-Control, Inc.  
11811 Willows Road NE, P.O. Box 97006, Redmond, WA 98052  
Tel 425.867.4000 Toll-free 800.442.1142

[www.physio-control.com](http://www.physio-control.com)

February 29, 2008

Mr. John Espinosa  
El Paso Fire Department  
8600 Montana Ave  
El Paso, Texas 79925

Dear Mr. Espinosa,

In response to your recent request, I am writing to confirm that Physio-Control, division of Medtronic, Inc., is the only source from which to obtain the LIFEPAK® defibrillator/monitor family of products, including specifically, accessories (including batteries and electrodes), repair parts & upgrades, remanufactured devices, and services in your marketplace. Physio-Control does not utilize the services of any authorized dealers or distributors in the sale of our products in your marketplace.

All LIFEPAK monitor/defibrillator/pacemakers are manufactured at our Redmond, Washington, U.S.A. production headquarters.

Best regards,

A handwritten signature in cursive script that reads "L. Murray Lorange".

L. Murray Lorange  
Sr. Pricing and Contracting Manager

# TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 10726704  
EL PASO FIRE DEPARTMENT  
8600 MONTANA AVE  
EL PASO, TX 79925

Bill To # 10726701  
EL PASO FIRE DEPARTMENT  
6800 DELTA STREET  
EL PASO, TX 79905

This Technical Service Support Agreement begins on 3/1/2008 and expires on 2/28/2010.

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 Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$146,670.00 per term, payable in Semi-Annual installments.

## Special Terms

15% DISCOUNT ON ACCESSORIES  
15% DISCOUNT ON ECG ELECTRODES  
15% DISCOUNT ON ALL DEFIB/PACING ELECTRODES

Accepted: Physio-Control, Inc.

Customer:

By: *Mark S. Howard*

By:

Title: *Sr. Field Service Rep.*

Print:

Date: *11/11/08*

Title:

Date:

Purchase Order Number:

Territory Rep: WECC55  
Howard, Mark  
Phone: 800-442-1142 x2029  
FAX: 800-772-3340

Customer Contact:  
Chief Calderazzo  
Phone: 915-771-1000  
FAX:

Reference Number: C55-2678  
Printed: 11/11/2008

New  
Page 1 of 17

**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 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 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.**

**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 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.

.....END.....

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

Contract Number:

Servicing Rep: Howard, Mark, WECC55  
 District: SOUTHWEST  
 Phone: 800-442-1142 x2029  
 FAX: 800-772-3340

Equipment Location: EL PASO FIRE DEPARTMENT, 10726704  
 8600 MONTANA AVE  
 EL PASO, TX 79925

Scope Of Service AED 1 On Site Inspection per Year with 1 Lithium Battery

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3005400-070	11105324	43	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11105326	44	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11105344	45	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11105384	46	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11105386	47	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11111961	48	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11111963	49	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11111964	50	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11111965	51	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11111966	52	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11111967	53	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11111977	54	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11111981	55	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11111984	56	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11112003	57	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11112006	58	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11112008	59	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11112009	60	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11112010	61	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11112012	62	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-070	11112013	63	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11297269	64	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11297270	65	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11300620	66	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11300622	67	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11300624	68	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11300625	69	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11300626	70	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11302399	71	3/1/2008	2/28/2010	2

LIFEPAK® 500	3005400-320	11302400	72	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11302401	73	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11302402	74	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11302403	75	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11302404	76	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11302405	77	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11302406	78	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11302407	79	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11302408	80	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11302409	81	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11302411	82	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11302416	83	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11302418	84	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11371313	85	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-320	11371319	86	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-000003	12219431	87	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-000003	12219433	88	3/1/2008	2/28/2010	2
LIFEPAK® 500	3005400-000057	12821330	89	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	13922713	90	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	13922714	91	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	13922716	92	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	13922717	93	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	13922718	94	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	13922719	95	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	13922720	96	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	13922722	97	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	13989939	98	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	13989940	99	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	13989941	100	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	13989942	101	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	13989943	102	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	13989944	103	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	13989945	104	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	13989946	105	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	13989947	106	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000114	14016374	107	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000113	14055642	108	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000113	14057943	109	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-000113	30253683	110	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001129	30584927	111	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001129	30584935	112	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001129	30827727	113	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001132	31001196	114	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001132	31001197	115	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001132	31001198	116	3/1/2008	2/28/2010	2

LIFEPAK® 500	3011790-001132	31001199	117	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001132	31001200	118	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001132	31001201	119	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001132	31001202	120	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001132	31001203	121	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001132	31001204	122	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001132	31001205	123	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001131	31893089	124	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001129	33216550	125	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001129	33216551	126	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001129	33216553	127	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001129	33216554	128	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001129	33216555	129	3/1/2008	2/28/2010	2

Scope Of Service      Ship In Repair - 1 On Site Inspection per year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 10	804200-28	010441	29	3/1/2008	2/28/2010	2
LIFEPAK® 10	804200-28	015016	30	3/1/2008	2/28/2010	2
LIFEPAK® 10	804200-28	015256	31	3/1/2008	2/28/2010	2
LIFEPAK® 10	804200-28	015262	32	3/1/2008	2/28/2010	2
LIFEPAK® 10	804200-28	015265	33	3/1/2008	2/28/2010	2
LIFEPAK® 10	804200-28	015283	34	3/1/2008	2/28/2010	2
LIFEPAK® 10	804200-28	032372	35	3/1/2008	2/28/2010	2
LIFEPAK® 10	804200-28	032389	36	3/1/2008	2/28/2010	2
LIFEPAK® 10	804200-28	035931	37	3/1/2008	2/28/2010	2
LIFEPAK® 10	804200-28	035933	38	3/1/2008	2/28/2010	2
LIFEPAK® 10	804200-28	039626	39	3/1/2008	2/28/2010	2
LIFEPAK® 10	804200-28	039631	40	3/1/2008	2/28/2010	2
LIFEPAK® 10	804200-28	039633	41	3/1/2008	2/28/2010	2
LIFEPAK® 10	804200-28	039635	42	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	33245349	1	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	33245350	2	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	33245368	3	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	33245369	4	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	33245370	5	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	33245371	6	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	33245372	7	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	33245373	8	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	33245374	9	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	33245375	10	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	33245376	11	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	33245377	12	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	33750238	13	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	34079485	14	3/1/2008	2/28/2010	2

LIFEPAK® 12	VLP12-02-005985	34079486	15	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	34079487	16	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	34079489	17	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	34079490	18	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	34079491	19	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	34079833	20	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	34188432	21	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-007228	36173691	22	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-007228	36173696	23	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-007228	36173706	24	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-007228	36173953	25	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-007228	36173954	26	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-007228	36174016	27	3/1/2008	2/28/2010	2
LIFEPAK® 12	VLP12-02-005985	33245351	28	3/1/2008	2/28/2010	2

Scope Of Service Ship In Repair Only:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	33206772	130	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	33206787	131	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	33206790	132	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	33206795	133	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	33206796	134	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	33235058	135	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	33235059	136	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	33235061	137	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	33235063	138	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	33235073	139	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	33244448	140	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	33244449	141	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	33244457	142	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	34012314	143	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	34013883	144	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	34013885	145	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	34016626	146	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	34016628	147	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	34044074	148	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	34045110	149	3/1/2008	2/28/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	34045118	150	3/1/2008	2/28/2010	0

Equipment Location: EL PASO POLICE DEPARTMENT, 14869401  
911 N RAYNOR  
EL PASO, TX 79903

Scope Of Service      AED 1 On Site Inspection per Year with 1 Lithium Battery

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3011790-001520	34815812	151	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001520	34815813	152	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001520	34815814	153	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001520	34815815	154	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001520	34815816	155	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001520	34815817	156	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001520	34815818	157	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001520	34815819	158	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001520	34815820	159	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001520	34815821	160	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001520	34815822	161	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001520	34815823	162	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001520	34815824	163	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001520	34815825	164	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001520	34815826	165	3/1/2008	2/28/2010	2
LIFEPAK® 500	3011790-001520	34815827	166	3/1/2008	2/28/2010	2

Equipment Location:    EL PASO INT'L AIRPORT EMS, 15051902  
                                  6701 CONVAIR  
                                  EL PASO, TX 79925

Scope Of Service      AED 1 On Site Inspection per Year with 1 Lithium Battery

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3011790-001129	33554171	167	3/1/2008	2/28/2010	2

Equipment Location:    AQUATICS OFFICE, 17810101  
                                  911 S OCHOA STREET  
                                  STE A  
                                  EL PASO, TX 79901

Scope Of Service      LPCR/Express Onsite Silver Plan

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® EXPRESS	3202177-000	34663000	168	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663002	169	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663003	170	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663004	171	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663006	172	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663007	173	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663010	174	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663011	175	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663012	176	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663014	177	3/1/2008	2/28/2010	1

LIFEPAK® EXPRESS	3202177-000	34663015	178	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663016	179	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663018	180	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663019	181	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663020	182	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663021	183	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663023	184	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663025	185	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663026	186	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663031	187	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663032	188	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663033	189	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663034	190	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663035	191	3/1/2008	2/28/2010	1

Equipment Location: HAWKINS POOL, 17810401  
1500 HAWKINS BLVD  
EL PASO, TX 79925

Scope Of Service LPCR/Express Onsite Silver Plan

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® EXPRESS	3202177-000	3277875	207	3/1/2008	2/28/2010	1

Equipment Location: T & I INDOOR POOL, 17810601  
9031 VISCOUNT BLVD  
EL PASO, TX 79925

Scope Of Service LPCR/Express Onsite Silver Plan

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® EXPRESS	3202177-000	34663009	206	3/1/2008	2/28/2010	1

Equipment Location: GRANDVIEW PARK POOL, 17811101  
3100 JEFFERSON AVE  
EL PASO, TX 79930

Scope Of Service LPCR/Express Onsite Silver Plan

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® EXPRESS	3202177-000	34663005	205	3/1/2008	2/28/2010	1

Equipment Location: MARTY ROBBINS PARK POOL, 17811301  
11065 VISTA DEL SOL DRIVE  
EL PASO, TX 79935

Scope Of Service      LPCR/Express Onsite Silver Plan

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® EXPRESS	3202177-000	32805003	204	3/1/2008	2/28/2010	1

Equipment Location:    NATIONS TOBIN PARK POOL, 17811501  
8831 RAILROAD DRIVE  
EL PASO, TX 79914

Scope Of Service      LPCR/Express Onsite Silver Plan

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® EXPRESS	3202177-000	34663022	203	3/1/2008	2/28/2010	1

Equipment Location:    PAVO REAL PARK POOL, 17811601  
110 PRESA PLACE  
EL PASO, TX 79907

Scope Of Service      LPCR/Express Onsite Silver Plan

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® EXPRESS	3202177-000	34663001	202	3/1/2008	2/28/2010	1

Equipment Location:    DELTA AQUATIC CENTER, 17812402  
4451 DELTA DRIVE  
EL PASO, TX 79905

Scope Of Service      LPCR/Express Onsite Silver Plan

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® EXPRESS	3202177-000	34663024	200	3/1/2008	2/28/2010	1
LIFEPAK® EXPRESS	3202177-000	34663027	201	3/1/2008	2/28/2010	1

Equipment Location:    CHIHUAHUITA COMM CENTER, 17812601  
429 CHARLES RD  
EL PASO, TX 79901

Scope Of Service      LPCR/Express Onsite Silver Plan

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® EXPRESS	3202177-000	32777642	199	3/1/2008	2/28/2010	1

Equipment Location:    GALATZAN RECREATION CENTER, 17812701  
650 WALLENBURG DRIVE  
EL PASO, TX 79912

Scope Of Service      LPCR/Express Onsite Silver Plan

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
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LIFEPAK® EXPRESS      3202177-000      32777650      198      3/1/2008      2/28/2010      1

Equipment Location:    SAN JUAN RECREATION CENTER, 17813201  
701 N GLENWOOD STREET  
EL PASO, TX 79905

Scope Of Service      LPCR/Express Onsite Silver Plan

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® EXPRESS	3202177-000	34663030	197	3/1/2008	2/28/2010	1

Equipment Location:    SAN JUAN SENIOR CENTER, 17813301  
700 NORTH GLENWOOD STREET  
EL PASO, TX 79905

Scope Of Service      LPCR/Express Onsite Silver Plan

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® EXPRESS	3202177-000	34663028	196	3/1/2008	2/28/2010	1

Equipment Location:    CAROLINA RECREATION CENTER, 17813701  
563 NORTH CAROLINA DRIVE  
EL PASO, TX 79915

Scope Of Service      LPCR/Express Onsite Silver Plan

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® EXPRESS	3202177-000	32777680	195	3/1/2008	2/28/2010	1

Equipment Location:    EL PASO MULTIPURPOSE CENTER, 17814001  
9031 VISCOUNT BLVD  
EL PASO, TX 79925

Scope Of Service      LPCR/Express Onsite Silver Plan

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® EXPRESS	3202177-000	34663008	192	3/1/2008	2/28/2010	1

Equipment Location:    RAE GILMORE RECREATION CTR, 17814401  
8501 DIANA DR  
EL PASO, TX 79904

Scope Of Service      LPCR/Express Onsite Silver Plan

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® EXPRESS	3202177-000	34663017	193	3/1/2008	2/28/2010	1

Equipment Location: SEVILLE COMMUNITY CENTER, 17814601  
6700 SAMBRANO AVE  
EL PASO, TX 79905

Scope Of Service LPCR/Express Onsite Silver Plan

<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>
LIFEPAK® EXPRESS	3202177-000	34663013	194	3/1/2008	2/28/2010	1

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

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

**LIFEPAK® 10 DEFIBRILLATOR/MONITOR/PACEMAKER**

- Paddle repairs are included. (Paddle attachments are excluded; i.e. pediatric and anterior attachments).
- Auxiliary Power Supply included when listed on equipment inventory (Schedule A).
- Pacemaker repair is included.
- Case changes are excluded.
- Pacing and patient cables are excluded.
- FAST-PATCH® adapters and QUIK-COMBO™ pacing/defibrillation adapters are included.
- Repair coverage for Physio-Control® ECG, Pacing and Defibrillation Simulators included.

**Physio-Control® Battery Pak**

- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the service 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 Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years, Physio-Control shall replace said Physio-Control Battery Pak (like for like) i.e. FASTPAK for FASTPAK, up to a maximum of 4 Physio-Control Battery Paks every two years (including prior Support Plan periods) per LIFEPAK®10 defibrillator/monitor/pacemaker (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Physio-Control and must be returned at the time of exchange.
- Only batteries manufactured by Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Physio-Control battery. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a non-Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.

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

**LIFEPAK® 12 DEFIBRILLATOR/MONITOR**

- 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 Physio-Control Technical Services.
- Discounts may not be combined with any other special terms, discounts and/or promotions.

**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 Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years, Physio-Control shall replace said 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 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 Physio-Control and must be returned at the time of exchange.
- Only batteries manufactured by Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Physio-Control battery. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a non-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 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 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.

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

**LIFEPAK® 500 AED INSPECTION-ONLY WITH BATTERY OPTION**

- This plan includes periodic inspections as described on Schedule A. If any repairs are requested by customer that are not otherwise covered by warranty then customer shall pay Physio-Control at its then current labor rate less 10%. Parts required for such repairs will be at 15% less than the then current list price for the parts.
- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the service 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 Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years in the case of sealed lead acid batteries and 3 years in the case of lithium ion batteries, Physio-Control shall replace said Physio-Control Battery Pak (like for like) i.e. LIFEPAK 500 SLA for LIFEPAK 500 SLA or LIFEPAK 500 lithium ion for LIFEPAK 500 lithium ion, up to a maximum of 2 LIFEPAK 500 SLA Battery Paks every two years or up to a maximum of 1 LIFEPAK 500 lithium ion Battery Pak every 3 years (including prior Support Plan periods) per LIFEPAK® 500 automatic advisory defibrillator (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Physio-Control and must be returned at the time of exchange.
- Only batteries manufactured by Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Physio-Control battery. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a non-Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.
- Inspections are performed Monday thru Friday 8am to 5pm (excluding holidays).

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

**LIFEPAK® CR Plus AED INSPECTION-ONLY WITH BATTERY OPTION**

- This plan includes periodic inspections as described on Schedule A. If any repairs are requested by customer that are not otherwise covered by warranty then customer shall pay Physio-Control at its then current labor rate less 10%. Parts required for such repairs will be at 15% less than the then current list price for the parts. If device cannot be repaired, then customer has the option to trade in their LIFEPAK CR Plus for another LIFEPAK CR Plus at 15% less than the then current list price for the device, or purchase the device at the current applicable contract buying price, determined by the lesser amount.
- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the service 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 Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years in the case of sealed lead acid batteries and 3 years in the case of lithium ion batteries, Physio-Control shall replace said Physio-Control Battery Pak (like for like) i.e. LIFEPAK 500 SLA for LIFEPAK 500 SLA or LIFEPAK 500 lithium ion for LIFEPAK 500 lithium ion, up to a maximum of 2 LIFEPAK 500 SLA Battery Paks every two years or up to a maximum of 1 LIFEPAK 500 lithium ion Battery Pak every 3 years (including prior Support Plan periods) per LIFEPAK® 500 automatic advisory defibrillator (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Physio-Control and must be returned at the time of exchange.
- If customer provides evidence that the LIFEPAK® CR Plus Battery charge stick fails to meet the performance tests noted above and/or the LIFEPAK CR® Plus Battery charge stick or electrodes exceed 2 years, a new chargepak/electrodes kit will be installed on the device. To assist in proper recycling and removal of low capacity battery charge sticks, replaced Battery charge sticks become the property of Physio-Control and must be returned at the time of exchange.
- If customer requires a chargepak/electrodes kit outside normal servicing procedures, and chargepak/electrodes is under 1 year old, and chargepak/electrodes did not fail, then customer shall pay Physio-Control at its then current rate for a new chargepak/electrodes kit less 15%.
- At the time of inspection, a Physio-Control Technical Service Representative will install the latest version of software available at the time of service. Software updates requested to be installed at a time other than the regularly scheduled time of inspection will be billed at \$205 per unit per software update. The cost of the software update will be billed on a separate invoice.
- Only batteries manufactured by Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Physio-Control battery. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a non-Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.
- Inspections are performed Monday thru Friday 8am to 5pm (excluding holidays).

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

**TERMS**

Physio-Control's acceptance of Customer's order for EventCheck is expressly conditioned on Customer's assent to the terms set forth in this document. These terms constitute the complete agreement between the parties and may not be revised in any manner without the prior written consent of an officer of Physio-Control.

**TERMINATION**

Either party may terminate this agreement at any time upon sixty (60) days prior written notice to the other, except that Physio-Control may terminate this agreement immediately upon Customer's failure to make timely payments for services rendered under this 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 prior to the effective date of termination.

**EVENTCHECK™ SERVICES**

EventCheck services, subject to the Exclusions identified below, shall include, for the designated device, after device use: event data download; device data in hard copy format; replenishment of the two (2) QUIK-PAK™ electrodes and one (1) CHARGE-PAK™ battery charger; "EventCheck Inspection Procedure" service inspection; service report; all required materials, all required Physio-Control service technician labor, and all related travel expenses within a one hundred (100) mile radius of the nearest location of a Physio-Control Technical Service Representative. Travel outside of said one hundred mile radius shall be billed at the additional rate of \$75 for each additional 100 miles. Only one (1) EventCheck service call may be used each year for the Gold service plan and one (1) every two years for the Silver service plan. Additional EventCheck service calls will be billed at a rate of \$150 per call and includes all services mentioned above. Data downloaded from the device shall be provided to the customer and will not be retained, stored or used in any way by Physio-Control.

**EXCLUSIONS**

EventCheck service does not include repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, and/or acts of God.

**WARRANTY**

Physio-Control warrants services performed and materials provided under EventCheck against defects in material and workmanship for ninety (90) days from the date the service was performed. 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 OF FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.** The rights and obligations of Physio-Control and Customer under this EventCheck service 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.

**MOTION**  
**JUNE 13, 2006**

Motion made, seconded, and unanimously carried to approve the request that the Deputy Director for Financial Services, Purchasing Division, be authorized to issue a purchase order to Medtronic Emergency Response Systems, Inc. Medtronic Emergency Response Systems, Inc. is the authorized technical service representative providing manufacturer authorized maintenance. Medtronic Emergency Response Systems, Inc. is the sole provider for LifePak Defibrillators products, its parts, accessories, repairs, and services. Award amount is \$89,977.84/year.

Additionally, it is requested that staff be authorized to negotiate, Legal to review, and that the City Manager be authorized to sign any and all additional documents as necessary. (All Districts) [Financial Services, Ray Heredia, (915) 541-4316]

Total Award amount: \$359,911.36

Funds Available: 22010319-01011-502229

Funding Source: General Funds SCBA & Logistic, Office Equipment Maintenance Contracts

Department: Fire

POSTPONED FROM 06-06-06

Richarda Duffy Momsen, City Clerk

7A