

Meeting Date: April 26, 2016

Agenda Item 15

REQUESTED COMMISSION ACTION:

 Consent X Ordinance Resolution Consideration Workshop

SHORT TITLE An Ordinance of the City Commission of the City of Pompano Beach, approving and Authorizing the proper City officials to execute a technical service support agreement between the City of Pompano Beach and Physio-Control.

OR MOTION: (Fiscal impact: \$118,345.74 over 3 fiscal years)

Summary of Purpose and Why:

This 3 year technical service agreement with Physio-Control will provide the needed maintenance and repair of our Lucas-2 Chest Compression system, battery charging systems, and LIFEPAK 12 and 15 ECG monitor/defibrillators and support battery charging systems. The technical service agreement begins 4/30/2016 and ends 3/31/2019. (FISCAL IMPACT TOTAL \$118,345.74, of which 3 payments of \$39,448.58 x 3 years are made).

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: John Jurgle, Fire Chief 954 786-4510
- (3) Expiration of contract, if applicable: 3/31/2019
- (4) Fiscal impact and source of funding: Maintenance Contracts: Line 140-2231-522.46-40 (FISCAL IMPACT TOTAL \$118,345.74, equally divided over three fiscal years). -with Attached Budget Adjustment

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Fire Administration	<u>3/28/2016</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>3/30/16</u>	<u>[Signature]</u>	<u>[Signature]</u>
Finance	<u>3/30/16</u>	<u>Approval</u>	<u>[Signature]</u>
City Attorney	<u>3/30/16</u>	<u>✓</u>	<u>Memo #2016-676 [Signature]</u>
Risk Manager	<u>4/6/16</u>	<u>approved</u>	<u>[Signature]</u>

 Advisory Board
 Planning and Growth Management Director
 Public Works Administrator
 X City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading <u>4/12/16</u> Approved	1st Reading _____	Results: _____	Results: _____
2nd Reading <u>4/26/16</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



City Attorney's Communication #2016-676
March 24, 2016

TO: Frank Galgano, EMS Division Chief
FROM: Carrie L. Sarver, Assistant City Attorney
RE: Ordinance –Technical Service Support Agreement/Physio-Control, Inc.

As requested in your e-mail of March 15, 2016, I have prepared and attached the following captioned ordinance:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TECHNICAL SERVICE SUPPORT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PHYSIO-CONTROL, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Please ensure that the appropriate city signature page is attached to the agreement prior to presenting the ordinance to the City Commission.


CARRIE L. SARVER

/jrm
L:cor/fire/adm/2016-676

Attachment



**Pompano Beach
Fire Rescue**

**FIRE ADMINISTRATION
MEMO # 16-A060**

To: John Jurgle, Fire Chief
From: Frank Galgano
Date: 2/24/16
Re: Physio Control Technical Service Agreement (LifePak/Lucas device)

Please be advised, this is the proposal for a 3 year Technical Service Support Agreement for LifePak heart monitors and Lucas chest compression devices from our current vendor for over 15 years.

DISCUSSION

The fire department has long history in using and servicing its Physio-Control ECG heart monitor LifePak (LP) and chest compression devices (Lucas). These products are federally mandated to be on all Advanced Life Support transport and non-transport units. The LP device is a diagnostic and treatment device used on all medical 911 calls to interpret and treat cardiac arrhythmias, and the Lucas device provides automatic chest compression for patients in cardiac arrest. Both pieces of equipment are used interactively during cardiac arrest calls.

The LP and Lucas devices are held to an optimal performance and maintenance standard. These devices perform a dual need as a diagnostic tool in determining life-threatening heart and vital sign abnormalities, and as an invasive device for cardiac defibrillation, cardioversion and pacing. The LP heart monitors are heavily regulated by the FDA in its manufacturing, maintenance, and usage, therefore require extensive service and calibration requirements which can only be performed by a certified and authorized service technician.

FISCAL IMPACT:

The fire department has eight (8) LP-12 heart monitors, fourteen (14) LP-15 heart monitors and eight (8) Lucas devices. We're proposing this technical service agreement to insure compliance and functional FDA performance standards are being met during annual service and calibration inspections. Additionally, we are implementing a repair component that covers potential repairs needed during the 3 year contract period.

This proposal replaces an annual service agreement which covers service, repairs and calibration for just one year with same associated (proposed) costs. Approving the three year agreement will lock in pricing protecting the Department from costly and unpredictable price increases which covers needed servicing, repairs and maintenance. The agreement includes the benefit of 15% off all product line accessories, ECG monitoring mechanical and expendable components, as well as 10% reduction from future Physio Control product units i.e. LifePak 15 monitors, during the life of the three year agreement.

RECOMMENDATION

Staff recommends approving Physio-Control, Inc., as a sole source vendor requesting council to approve a three year Technical Service Support Agreement to cover diagnostic repairs, mechanical repairs, servicing and calibration maintenance as well as future purchasing of hardware and accessory purchases. As an extra cost, there is a one time service and inspection fee of \$10,886.00. The agreement will spread a separate total cost of \$118,345.74 over a 3 year period in 3 payment installments. The \$10,886.00 is in addition to the three year term.

PRODCUT PAYMENT SCHEDULE

LifePak (12 and 15), Lucas device service and repair agreement.

A total cost of \$118,345.74 is spread over 3 payments in 3 years.

4/30/16:	\$39,448.58
4/30/17:	\$39,448.58
4/30/18:	\$39,448.58

The above annual installment plan is lower than preceding 5 annual contracts council has approved.

ADDRESS11811 Willows Road NE
Redmond, WA 98052**PHONE**GENERAL
425 867 4000TOLL-FREE
800 442 1142www.physio-control.com**January 2016**

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® 2 Chest Compression System

Physio-Control, Inc. is the sole-source provider in all markets for the following products and services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- PulsePoint Agency Services
- HealthEMS® Software
- HomeSolutions.NET® Software

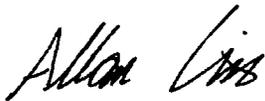
Physio-Control is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH® MAC EMS Video Laryngoscope
- McGRATH® MAC Disposable Laryngoscope Blades
- McGRATH® X Blade™

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442.1142.

Sincerely,

PHYSIO-CONTROL, INC.



Allan Criss, Vice-President, Americas Sales

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TECHNICAL SERVICE SUPPORT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PHYSIO-CONTROL, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Technical Service Support Agreement between the City of Pompano Beach and Physio-Control, Inc. for maintenance and repair to the LUCAS-2 Chest Compression System and battery charging systems and for maintenance and repair to the Physio-Control LIFEPAK 12 and 15 monitor/defibrillators and battery charging systems, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2016.

PASSED SECOND READING this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
1/15/16
L:ord/2016-104



TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:

End User # 03741403

CITY OF POMPANO BEACH

FIRE ADMIN

120 SW 3RD ST

POMPANO BEACH, FL 33060

Bill To # 03741403

CITY OF POMPANO BEACH

FIRE ADMIN

120 SW 3RD ST

POMPANO BEACH, FL 33060

This Technical Service Support Agreement begins on 04/30/2016 and expires on 03/31/2019.

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 total of \$118,345.74 is per term, payable in three Annual installments.

Special Terms

15% DISCOUNT ON ACCESSORIES

15% DISCOUNT ON ALL ELECTRODES

Total of \$118,345.74 is spread over 3 payments over 3 years. Schedule is listed below:

4/30/16: \$39,448.58

4/30/17: \$39,448.58

4/30/18: \$39,448.58

*All devices listed in Schedule A will be inspected and repaired at time and material prior to the service plan start date. Estimated cost of inspections and pending repair is \$10,886.

**** LEFT BLANK INTENTIONALLY, SIGNATURES ARE ON PAGE 2 OF THIS AGREEMENT ****

Territory Rep: EAVV57

Adalid Colon

Phone: 8004421142

FAX: 800-772-3340

Customer Contact:

Frank Galgano

Phone: (954) 270-8861

FAX:

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Accepted: Physio Control, Inc.

Customer: _____

By: _____

By: _____

Title: CONTRACT ANALYST

Print: _____

Date: 04/01/2016

Title: _____

Witness: [Signature]

Date: _____

Witness: [Signature]

Purchase Order Number: _____

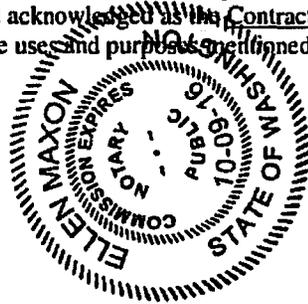
State of Washington
County of King

I certify that I know that Alexandra Carvalho, is the person who appeared before me, and said person acknowledged that she signed this document, that she is authorized to execute the document and acknowledged as the Contract Analyst of Physio-Control, Inc., to be the free and voluntary act of such party for the use and purposes mentioned in the document.

Dated: April 1, 2016

Signature: [Signature]

Name: ELLEN MAXON, Notary Public
My appointment expires October 9, 2016



"CITY":

Witnesses:

CITY OF POMPANO BEACH

Signature

By: _____
LAMAR FISHER, MAYOR

Signature

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by LAMAR FISHER as Mayor, DENNIS W. BEACH, as City Manager and ASCELETA HAMMOND, City Clerk of the City of Pompano Beach, Florida, a municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

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) as recommended in the applicable device's 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 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
- battery maintenance, performance testing, evaluation, removal, and recycling

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. Payment is due within thirty (30) days of invoice date.

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.**

TERM. The Term of this Agreement is set forth on the first page of this document, or in the Quote and/or Invoice for the Services purchased. This Agreement shall renew upon mutual agreement. Prices are subject to change upon renewal.

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 and the list-price cost of any preventative maintenance, inspections, or repairs rendered during the Term.

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 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) During the Term of this Agreement and for one (1) year following its expiration, without Physio-Control's prior written consent, Customer agrees to not to solicit or offer employment to anyone who is employed by Physio-Control to provide Services such as those described in this Agreement; (b) this 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) this Agreement shall be governed by the laws of the State in which the Services are provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

Public Records, Recordkeeping, Inspection and Audit Procedures. Contractor acknowledges City is a public agency subject to Chapter 119, Florida Statutes, as amended, and shall comply with Florida's Public Records Law by making available to City for examination all records related to this Agreement and its performance hereunder. All records Contractor stores electronically shall be provided to City in a format compatible with the information technology systems of the City.

Specifically, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Work; (b) provide the public with access to such public records on the same terms and conditions that City would at a cost that

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does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) provide City with reasonable local access to such public records during normal business hours; (d) ensure public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law; (e) include the provisions of this Section in any subcontracts Contractor enters into for the Work hereunder and (f) meet all requirements for retaining and/or destroying public records unless City has provided written notice that an audit has been initiated and findings have not been resolved in which case Contractor and any of its agents hereunder shall be required to retain the aforesaid documentation until resolution of the audit findings.

Performance Under Law and Authority To Engage in Business. Contractor, in the performance of the Work hereunder, shall be responsible to ascertain and comply with all applicable local, state and/or federal laws and ordinances as exist now or as may subsequently be enacted during the term of this Agreement, including, but not limited to, standards of licensing, permitting, annual filings, copyright law, conduct of business and other matters and ignorance on Contractor's part shall in no way relieve Contractor from this important responsibility.

Limitation of Liability. The City desires to enter into this Agreement only if in doing so the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of the contract amount. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising out of or from this Agreement is limited to a maximum amount of the contract value less the amount of funds actually paid by the City to Contractor pursuant to this Agreement. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Section do not apply to monies owed, if any, for services rendered to Contractor by the City under the provisions of this Agreement.

Sovereign Immunity. Nothing in this Agreement shall be construed to waive or affect in any way the City's rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

Representations of Contractor. The individual executing this Agreement and related documents on behalf of Contractor is duly authorized to take such action which action shall be, and is, binding on Contractor. There are no legal actions, suits or proceedings pending or threatened against or affecting Contractor that Contractor is aware of which would have any material effect on its ability to perform its obligations under this Agreement. Contractor represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement. City shall be entitled to rely upon the professional skills of Contractor or others authorized by Contractor under this Agreement. Contractor represents and warrants it has and will continue to maintain all licenses, insurance and approvals required to conduct business and provide services under this Agreement and that it shall at all times conduct its activities in a professional, reputable manner. Contractor for itself, its heirs, executors, administrators, successors and assigns, does hereby agree to full performance of all its obligations and covenants under this Agreement.

Default and Dispute Resolution. If either party fails to perform any material covenant or undertaking hereunder, or if the parties' representations set forth herein are materially untrue or incorrect, then the party alleging default shall give written notice, in which event the party alleged to be in default shall have 15 business days to cure or resolve same. If such default or breach is not timely cured or otherwise resolved, the party not in default may institute such proceedings as may be necessary, in its opinion to cure and remedy such default, including, but not limited to, the informal dispute resolution process set forth below, termination of this Agreement, proceedings to compel specific performance and for damages for breach of contract, and any other remedies provided by law, equity or hereunder.

Both parties' rights and obligations, whether provided by law, equity or hereunder, shall be cumulative and the exercise by either party of any one of more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or any of its remedies for any other default at the same or different times, of any other such remedies for the same default or of any of its remedies for any other default.

Informal Dispute Resolution Process. If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives of their choice present at any such meeting or conference. The informal dispute resolution process herein is non-exclusive and without prejudice to the right of either party to pursue other remedies available at law.

Independent Contractor.

A. It is expressly understood between the parties that Contractor's relationship to City hereunder is that of an independent contractor and that this Agreement shall not constitute or make the parties a partnership or joint venture. Contractor shall have no authority to employ any person as an employee or agent on behalf of City for any purpose.

B. Neither Contractor nor any person engaging in any Work hereunder be deemed an employee or agent of City nor shall they represent themselves to others as an employee or agent of City. Should any person indicate by written or verbal communication that they believe Contractor and/or any of its employees or agents are employees or agents of the City, Contractor shall use its best efforts to correct or cause its employee or agent to correct said mistaken belief.

C. Contractor shall be deemed an independent contractor for all purposes, and the employees of the Contractor or any of its agents shall not in any manner be deemed to be employees of the City. As such, Contractor's employees and other agents hereunder shall not be subject to any withholding for tax, Social Security or other purposes by the City, nor shall such employee or agent be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from the City.

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 POMPANO BEACH, 03741403
 FIRE ADMIN
 120 SW 3RD ST
 POMPANO BEACH, FL 33060

Scope Of Service On Site Repair Plus

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LUCAS US	3302430-000	30090284	1	03/01/2016	02/28/2019	0
LUCAS US	3302430-000	30101789	2	03/01/2016	02/28/2019	0
LUCAS US	3302430-000	30101792	3	03/01/2016	02/28/2019	0
LUCAS US	3302430-000	30101525	4	03/01/2016	02/28/2019	0
LUCAS US	3302430-000	30101526	5	03/01/2016	02/28/2019	0
LUCAS US	3302430-000	30113245	6	03/01/2016	02/28/2019	0
LUCAS US	3302430-000	30113374	7	03/01/2016	02/28/2019	0
LUCAS US	3302430-091	30149577	8	09/22/2017	02/28/2019	0

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

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

Contract Number:

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

Equipment Location: CITY OF POMPANO BEACH, 03741403
 FIRE ADMIN
 120 SW 3RD ST
 POMPANO BEACH, FL 33060

Scope Of Service On Site Comprehensive Coverage

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-007228	36238190	13	03/01/2016	02/28/2019	3
LIFEPAK® 12	VLP12-02-007228	36238303	14	03/01/2016	02/28/2019	3
LIFEPAK® 12	VLP12-02-005985	34990930	10	03/01/2016	02/28/2019	3
LIFEPAK® 15	V15-2-000051	40009563	15	03/01/2016	02/28/2019	3
LIFEPAK® 15	V15-2-000051	40009565	16	03/01/2016	02/28/2019	3
LIFEPAK® 15	V15-2-001603	40793357	17	03/01/2016	02/28/2019	3
LIFEPAK® 15	V15-2-001603	40793358	18	03/01/2016	02/28/2019	3
LIFEPAK® 15	V15-2-001603	42022683	19	03/01/2016	02/28/2019	3
LIFEPAK® 15	V15-2-001603	42026751	20	03/01/2016	02/28/2019	3
LIFEPAK® 15	V15-2-001603	42903564	21	03/01/2016	02/28/2019	3
LIFEPAK® 15	V15-2-001603	42903312	22	03/01/2016	02/28/2019	3
LIFEPAK® 15	V15-2-000051	38164448	1	03/01/2016	02/28/2019	3
LIFEPAK® 15	V15-2-000051	38370425	2	03/01/2016	02/28/2019	3
LIFEPAK® 15	V15-2-000051	38371709	3	03/01/2016	02/28/2019	3
LIFEPAK® 15	V15-2-000051	38567825	4	03/01/2016	02/28/2019	3
LIFEPAK® 15	V15-2-000051	39246170	5	03/01/2016	02/28/2019	3
LIFEPAK® 15	V15-2-000051	39246179	6	03/01/2016	02/28/2019	3

Scope Of Service On Site Preventative Maintenance

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-005985	32761489	7	03/01/2016	02/28/2019	3
LIFEPAK® 12	VLP12-02-005985	32761667	8	03/01/2016	02/28/2019	3
LIFEPAK® 12	VLP12-02-005985	33887664	9	03/01/2016	02/28/2019	3
LIFEPAK® 12	VLP12-02-005985	34990976	11	03/01/2016	02/28/2019	3
LIFEPAK® 12	VLP12-02-005985	34990978	12	03/01/2016	02/28/2019	3

PHYSIO-CONTROL, 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 1-9	3	03/01/2016	02/28/2019

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

LUCAS® 2 Chest Compression System Services

LUCAS® 2 Chest Compression System Comprehensive Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Battery Replacement Service
- For each LUCAS 2 listed on Schedule A, replacement of one (1) LUCAS 2 battery in accordance with the device operating Instructions, or upon battery failure
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- 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

LUCAS® 2 Chest Compression System Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Battery Replacement Service
- For each LUCAS 2 listed on Schedule A, replacement of one (1) LUCAS 2 battery in accordance with the device operating Instructions, 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

LUCAS® 2 Chest Compression System Preventative Maintenance Service

- Inspections at intervals set forth on Schedule A
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- 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

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
- For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, 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
- For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, 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.

**CITY OF POMPANO BEACH, FLORIDA
NOTICE OF PUBLIC HEARINGS**

YOU ARE HEREBY NOTIFIED of Public Hearings before the City Commission on **Tuesday, April 12, 2016 at 6:00 p.m.**, in the City Commission Chambers of the City Hall Complex, 100 West Atlantic Boulevard, Pompano Beach, Florida, to consider the Ordinances entitled:

P.H. 2016-58: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TECHNICAL SERVICE SUPPORT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PHYSIO-CONTROL, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

P.H. 2016-59: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HILLSBORO INLET FISHING CENTER, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

The Ordinances are available for public inspection at the City Clerk's Office, 100 West Atlantic Boulevard, Suite 253, Pompano Beach, Florida 33060. All interested persons are urged to attend the Public Hearings, send a representative, or express their views by letter.

You may either be present in person at the Public Hearings, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearings and govern yourselves accordingly.

Any person, who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting, will need a record of the proceedings and for this reason, may need to ensure that a verbatim record of the proceedings is made. This record will include the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 786-4611 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 or 1-800-955-8771.

**CITY OF POMPANO BEACH, FLORIDA
BY: ASCELETA HAMMOND, CMC, CITY CLERK**

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