EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/5/15

C98-0125-TDC
PHYSIO-CONTROL, INC.
LIFEPAK 12 DATA MGMT SUPPORT & UPGRADE

Contract/Lease Control #: C98-0125-13

Bid #: N/A Contract/Lease Type: AGREEMENT

Award To/Lessee: MEDTRONICS

Lessor:

Effective Date: 10/1/99

Term: EXPIRES: 9/30/2016

Description of Contract/Lease: LIFEPAC SUPPORT & SERVICE

Department Manager: PUBLIC SAFETY

Department Monitor: D. Villani

Monitor's Telephone #: 651-7150

Monitor's FAX #: 651-7170

Date Closed:

SOLE SOURCE PURCHASE DATA SHEET

Date: 7/22/15 PR No.: _____ Requestor: Mike Baxley Phone No.: 651-7155
Department/Division: Public Safety / EMS

Item Description: Maintenance Agreement for Automatic Electronic Defibrillators, LP-12 / LP500

Requesting Department's Suggested Vendor: Physio-Control, Inc

Vendor's Address: 11811 Willows Rd NE, PO Box 97023, Redmond, Wa 98073-9723

Vendor's Telephone No.: 800-442-1142 Point of Contact: Steve White

Sole Source Justification: The LP-12 cardiac monitors and LP-500 AEDs we currently have were purchased from Physio-Control. All upgrades on the LP-12s have also been performed by Physio. Physio also provides needed cables and other accessories at a 15% discount with a service contract. They provide on-site repair and service of all units under contract normally within 24 hours and will provide replacement if needed. Under contract they provide an annual maintenance check of all units verifying that they are 100% operational. A one for one battery exchange is also part of the contract. This is the last intended maintenance contract with Physio due to the intent to explore lease options with maintenance included in February 2016.

Paul H. Sawyer 9/29/15

Requesting Department Director Signature Date

REVIEW BY PURCHASING DEPARTMENT
VERIFY IF OTHER SOURCES OF SUPPLY MEETS THIS NEED

Vendor #1 Contact: _____ Phone No.: _____
Vendor #2 Contact: _____ Phone No.: _____
Vendor #3 Contact: _____ Phone No.: _____

Buyer Comments: _____

_____

_____

_____ _____

Signature of Buyer Who Reviewed Date

Purchasing Services Coordinator Comments: _____

_____

_____

_____ _____

Purchasing Services Coordinator Signature Date

PURCHASING MANUAL - SOLE SOURCE DETERMINATION

Comments: No quotes necessary.

_____

Approve: JF Disapprove: _____

Amount of Purchase: _____

Date: _____

_____

Purchasing Director Signature

9/29/15

Date

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C98-0125-PS Tracking Number: 1429-15

Grant Funded: YES____ NO____

Contractor/Lessee Name: Physio Control

Purpose

Date/Term: 9/30/16

Amount:

Department: PS

Dept. Monitor Name: Lawson/Baxley

1. ☐ GREATER THAN $50,000
2. ☒ GREATER THAN $25,000
3. ☐ $25,000 OR LESS

Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:

Date: 7-29-15

Purchasing Director or Designee — Joanne Kublik or Sunnie Estes

Risk Management Review

Approved as written:

Laura J. Porter

Date: 8-3-15

Risk Manager or designee — Laura Porter or Krystal King

County Attorney Review

Approved as written:

Date: 9/25/15

County Attorney — Gregory T. Stewart or Lynn Hoshihara

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Date:

Contracts & Grants Manager

TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:

End User # 01188301
OKALOOSA CTY EMS
714 ESSEX RD
FORT WALTON BEACH, FL 32547

Bill To # 01188301
OKALOOSA CTY EMS
714 ESSEX RD
FORT WALTON BEACH, FL 32547

This Technical Service Support Agreement begins on 10/1/2015 and expires on 9/30/2016.

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 $27,425.00 per term, payable in Annual installments.

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES

CONTRACT # C98-0125-PS
PHYSIO CONTROL, INC.
LIFEPAK 12 SUPPORT
EXPIRES: 09/30/2016

Accepted: Physio-Control, Inc.

By:

Title: CONTRACT ANALYST

Date: 06/24/2015

Customer: Okaloosa County

By:

Print: John Hofstad

Title: County Administrator

Date: 9/30/15

Purchase Order Number:

Territory Rep: EAVV65
Steven White
Phone:
FAX: 800-772-3340

Customer Contact:
Tracy Vause
Phone: 850/651-7150
FAX: 850/651-7170

Reference Number: AC-0236 Renewal
Printed: 6/25/2015

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 automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current Term. 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; © 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.

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

Contract Number:

Servicing Rep: Steven White, EAVV65
District: SOUTHEAST
Phone:
FAX: 800-772-3340

Equipment Location: OKALOOSA CTY EMS, 01188301
714 ESSEX RD
FORT WALTON BEACH, FL 32547

Scope Of Service On Site Comprehensive Coverage

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-000175	11541255	1	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-000021	8630762	2	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-000021	9058499	3	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-000073	11188924	4	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-000073	11188929	5	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-000073	11188930	6	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-000073	11188933	7	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-000073	11188934	8	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-000073	11188935	9	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-000073	11201325	10	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-002311	13378507	11	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-005976	32760150	14	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-003950	31726706	15	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-005985	34329319	16	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-005985	34955171	17	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-005985	34955181	18	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-005985	34955189	19	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-005985	34963968	20	10/1/2015	9/30/2016	1
LIFEPAK® 12	VLP12-02-000073	11188931	21	10/1/2015	9/30/2016	1

Scope Of Service On Site Preventative Maintenance w Lithium Battery

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3011790-001129	33089148	22	10/1/2015	9/30/2016	1
LIFEPAK® 500	3011790-001129	33089043	23	10/1/2015	9/30/2016	1
LIFEPAK® 500	3011790-001129	33089146	24	10/1/2015	9/30/2016	1
LIFEPAK® 500	3011790-001502	34262144	25	10/1/2015	9/30/2016	1
LIFEPAK® 500	3011790-000113	14285302	12	10/1/2015	9/30/2016	1
LIFEPAK® 500	3011790-000113	14285297	13	10/1/2015	9/30/2016	1

** 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 1-9	3	10/1/2015	9/30/2016

** 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® 12 Defibrillator/Monitor Services

LIFEPAK® 12 Defibrillator/Monitor Comprehensive Service

- Preventative maintenance and 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 12 Defibrillator/Monitor listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
  - o Replacement of failed internal coin cell batteries; and
  - o For each LIFEPAK 12 listed on Schedule A, replacement of up to four (4) Physio-Control FASTPAK® batteries, FASTPAK 2 batteries, LIFEPAK SLA batteries, LIFEPAK NiCd batteries in accordance with the device Operating Instructions, or upon battery failure; or
  - o For each LIFEPAK 12 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® 12 Defibrillator/Monitor 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 12 Defibrillator/Monitor listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
  - o Replacement of failed internal coin cell batteries; and
  - o For each LIFEPAK 12 listed on Schedule A, replacement of up to four (4) Physio-Control FASTPAK® batteries, FASTPAK 2 batteries, LIFEPAK SLA batteries, LIFEPAK NiCd batteries in accordance with the device Operating Instructions, or upon battery failure; or
  - o For each LIFEPAK 12 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® 12 Defibrillator/Monitor Preventative Maintenance Service

- Preventative maintenance and 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.

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

LIFEPAK® 500 Automated External Defibrillator Services

LIFEPAK® 500 AED Comprehensive Service
- Preventative maintenance and inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- QUIK-COMBO® Patient Simulator repair or replacement of one for each LIFEPAK 500 AED listed on Schedule A and as determined necessary by Physio-Control
- LIFEPAK 500 Defibrillator battery charger repair or replacement of one for each LIFEPAK 500 listed on Schedule A and as determined necessary by Physio-Control
- Battery Replacement Service
  - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
  - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 non-rechargeable battery pak 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® 500 AED Repair Plus Service
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- QUIK-COMBO® Patient Simulator repair or replacement of one for each LIFEPAK 500 AED listed on Schedule A and as determined necessary by Physio-Control
- LIFEPAK 500 Defibrillator battery charger repair or replacement of one for each LIFEPAK 500 AED listed on Schedule A and as determined necessary by Physio-Control
- Battery Replacement Service
  - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
  - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 non- rechargeable battery pak 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® 500 AED Preventative Maintenance Service
- Preventative maintenance and inspections at intervals set forth on Schedule A
- Battery Replacement Service (if applicable)
  - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 non- rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
  - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 non- rechargeable battery pak 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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1301 5th Avenue, Suite 1900 Seattle, WA 98101 Attn: Seattle.CertRequest@marsh.com / F: 212-948-4326 184424-STND-GAWUp-15-16	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Physio-Control International, Inc. Physio-Control, Inc. . 11811 Willows Road NE Redmond, WA 98052	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : National Fire Insurance of Hartford — 20478 INSURER C : N/A — N/A INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** SEA-002999632-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			4030507381	05/01/2015	05/01/2016	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	EXCLUDED
	OTHER:							$	
B	AUTOMOBILE LIABILITY			4029265138	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
							COMP / COLL DED.	$	1,000
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	DED [ ] RETENTION $							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4030507378 (AOS)	05/01/2015	05/01/2016	X PER STATUTE [ ] OTH-ER		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A			4030507364 (CA)	05/01/2015	05/01/2016	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured status (except for workers compensation) applies only if it is reflected in your written contract.

CERTIFICATE HOLDER

EMS Okaloosa County
Logistics Supervisor
90 E College Blvd
Niceville, FL 32578

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Cheryl Bermudez

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EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/1/13

C98-0125-TDC
PHYSIO-CONTROL, INC.
LIFEPAK 12 DATA MGMT SUPPORT & UPGRADE

Contract/Lease Control #: C98-0125-13

Bid #: N/A **Contract/Lease Type:** AGREEMENT

Award To/Lessee: MEDTRONICS

Lessor:

Effective Date: 10/1/99

Term: EXPIRES: 9/30/2015

Description of Contract/Lease: LIFEPAC SUPPORT & SERVICE

Department Manager: PUBLIC SAFETY

Department Monitor: D. Villani

Monitor's Telephone #: 651-7150

Monitor's FAX #: 651-7170

Date Closed:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA, Inc.
1301 5th Avenue, Suite 1900
Seattle, WA 98101
Attn: Seattle.CertRequest@marsh.com / F: 212-948-4326

184424-STND-GAWUp-15-16

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Continental Casualty Company	20443
INSURER B :	National Fire Insurance of Hartford	20478
INSURER C :	N/A	N/A
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Physio-Control International, Inc.
Physio-Control, Inc. .
11811 Willows Road NE
Redmond, WA 98052

COVERAGES **CERTIFICATE NUMBER:** SEA-002999632-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			4030507381	05/01/2015	05/01/2016	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	EXCLUDED
	OTHER:							$	
B	AUTOMOBILE LIABILITY			4029265138	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
							COMP / COLL DED.	$	1,000
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	DED [ ] RETENTION $							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4030507378 (AOS)	05/01/2015	05/01/2016	X PER STATUTE [ ] OTH-ER		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH)			4030507364 (CA)	05/01/2015	05/01/2016	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured status (except for workers compensation) applies only if it is reflected in your written contract.

C98-0125-PS

CERTIFICATE HOLDER

EMS Okaloosa County
Logistics Supervisor
90 E College Blvd
Niceville, FL 32578

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Cheryl Bermudez

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ACORD®

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DATE (MM/DD/YYYY): 07/23/2015

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Marsh USA, Inc.
1301 5th Avenue, Suite 1900
Seattle, WA 98101
Attn: Seattle.CertRequest@marsh.com / F: 212-948-4326

184424-STND-GAWUp-15-16

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
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INSURER C :	N/A	N/A
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Physio-Control International, Inc.
Physio-Control, Inc. .
11811 Willows Road NE
Redmond, WA 98052

COVERAGES **CERTIFICATE NUMBER:** SEA-002999632-01 **REVISION NUMBER:** 1

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
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	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
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	OTHER:							$	
B	AUTOMOBILE LIABILITY			4029265138	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
							COMP / COLL DED.	$	1,000
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	DED [ ] RETENTION $							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4030507378 (AOS)	05/01/2015	05/01/2016	X PER STATUTE [ ] OTH-ER		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH)			4030507364 (CA)	05/01/2015	05/01/2016	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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C98-0125-PS

CERTIFICATE HOLDER

EMS Okaloosa County
Logistics Supervisor
90 E College Blvd
Niceville, FL 32578

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AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Cheryl Bermudez

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CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C98-0125-PS

Tracking Number: 719-13

Contractor/Lessee Name: Physio Control

Grant Funded: YES ___ NO ✓

Purpose: Lifepak 12 support Agreement

Date/Term: 10/1/13 – 9/30/2015

1. ☑ GREATER THAN $50,000
2. ☐ GREATER THAN $25,000
3. ☐ $25,000 OR LESS

Amount: 51,032.00

Department: Public Safety

Dept. Monitor Name: D. Villani / M. Baxley

Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met: 9/3/13

Purchasing Director or designee

Date: 9/3/13

Risk Management Review

Approved as written:

Sent 9/3/13

Risk Manager or designee

Date: 9/9/13

County Attorney Review

Approved as written:

County Attorney

Date: 9/11/13

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date: _____

Physio-Control, Inc. | Lifesaving starts here.™

ADDRESS
11811 Willows Road NE
Redmond, WA 98052

PHONE
GENERAL
425 867 4000
TOLL-FREE
800 442 1142

www.physio-control.com

September 3, 2013

Tracy Vause
Okaloosa City EMS
714 Essex Road
Fort Walton Beach, FL 32547

Re: Technical Service Support Agreement

Dear Ms. Vause,

Enclosed find the partially executed Technical Service Support Agreement and Purchase Order Requirements Letter. Please arrange to have both fully signed and return a PDF copy to rs.seaservicecontracts@physio-control.com.

Thank you,

Amanda Stone
Physio-Control, Inc.
rs.contractsphysio-west@physio-control.com
(425) 867-4003

PHYSIO CONTROL

Physio-Control, Inc. | Lifesaving starts here.™

ADDRESS
11811 Willows Road NE
Redmond, WA 98052

PHONE
GENERAL
425 867 4000
TOLL-FREE
800 442 1142

www.physio-control.com

Valued Customer,

To ensure payment will be received for goods and services purchased, Physio Control's policy requires a hard copy Purchase Order be submitted, with the signed Service Contract Agreement, for any value in excess of $10,000.

In the event a hard copy purchase order is unable to be provided for the full amount of the Contract, or your company does not utilize a purchase order system, this letter confirms that you acknowledge and agree that payment will be made, in full, for the total value of the contract, based on the payment term specified in the Contract terms and conditions.

Sincerely,
Physio-Control, Inc.
Redmond, WA 98052

_____
Service Contract Number

Okaloosa County
Customer

DON R. AMUNDS, CHAIRMAN
Customer Representative – Print

Don R Amunds
Customer Representative – Signature

BOARD OF COUNTY COMMISSIONERS SEAL OKALOOSA COUNTY, FLORIDA

9-17-13
Date

TECHNICAL SERVICE SUPPORT AGREEMENT

CONTRACT # C98-0125-PS
PHYSIO CONTROL, INC.
LIFEPAK 12 SUPPORT
EXPIRES: 09/30/2015

Contract Number:

End User # 01188301
OKALOOSA CTY EMS
714 ESSEX RD
FORT WALTON BEACH, FL 32547

Bill To # 01188301
OKALOOSA CTY EMS
714 ESSEX RD
FORT WALTON BEACH, FL 32547

This Technical Service Support Agreement begins on 10/1/2013 and expires on 9/30/2015.

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 $51,032.00 per term, payable in Annual installments.

Special Terms

15% DISCOUNT ON ACCESSORIES AND DISPOSABLES

Accepted: Physio-Control, Inc.

By: KSlone

Title: Contract Analyst

Date: September 3 2013

Customer: Okaloosa County

By: Don R. Amunds

Print: Don R. Amunds

Title: Chairman

Date: 9-17-13

BOARD OF COUNTY COMMISSIONERS SEAL OF OKALOOSA COUNTY, FLORIDA

Purchase Order Number:

Territory Rep: EAVV65
Steven White
Phone:
FAX: 800-772-3340

Customer Contact:
Tracy Vause
Phone: 850/651-7150
FAX: 850/651-7170

Reference Number: V65-2095
Printed: 9/3/2013

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

Customer's signature or purchase order referencing this Technical Service Support Agreement are required prior to Physio-Control's acceptance 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. 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 to return service calls within two (2) hours, and strives to resolve service issues within twenty-four (24) hours. Following service, 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:

"*Repair Only Service*" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions.

"*Inspection Only Service*" means inspections of Covered Equipment to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with National Fire Protection Association (NFPA) guidelines and labor, subject to Exclusions.

"*Repair and 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, Customer will be charged at the then-current rate for the replacement battery.

"*On-Site Service*" means that a Physio-Control factory-trained technician will provide service 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 service at scheduled times. Some service 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 service facility for repair.

"24-hour On-Site Service" means that a Physio-Control factory-trained technician will provide service at Customer's location at any time, except on the holidays listed above. Customer is to ensure Covered Equipment is available for service at scheduled times. Some service 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 service facility for repair.

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

If Covered Equipment is not available as scheduled or Customer requests services or goods not covered by this Agreement or outside of designated service frequency or hours, Physio-Control will charge Customer at Physio-Control's standard labor rates less 10% (including overtime, if appropriate) and applicable travel costs. Parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, this Agreement does not include:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, use of batteries or other products not distributed by Physio-Control, operator errors, or acts of God
- 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 service to complete repairs, Physio-Control will provide Customer with a loaner device, if one is available, 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 Repair and 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 service. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% less than the then-current list price. Updates installed on Covered Equipment designated as Repair Only Service, Inspect Only Service, or at a time other than regularly scheduled Repair and Inspect Service will be billed on a separate invoice at the then-current list price less 20%.

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

PRICING. Pricing is set forth on the front page of this Agreement. 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 Inspection Only Service and Repair and Inspect Service, no pricing deduction will be made for removal of Covered Equipment if an inspection has already been performed during the Term. Discounts will 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 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 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 initial Term is set forth on the front page of this Agreement. This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current term. 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, 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 cost of any services 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. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement.

MISCELLANEOUS. (a) Customer agrees to not employ or offer employment to anyone performing services on Physio-Control's behalf during the Term of this Agreement or for one (1) year following its expiration without Physio-Control's prior written consent; (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 service is 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.

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

Contract Number:

Servicing Rep: Steven White, EAVV65
District: SOUTHEAST
Phone:
FAX: 800-772-3340

Equipment Location: OKALOOSA CTY EMS, 01188301
714 ESSEX RD
FORT WALTON BEACH, FL 32547

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

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-000175	11541255	1	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-000021	8630762	2	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-000021	9058499	3	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-000073	11188924	4	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-000073	11188929	5	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-000073	11188930	6	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-000073	11188933	7	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-000073	11188934	8	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-000073	11188935	9	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-000073	11201325	10	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-002311	13378507	11	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-005976	32760150	14	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-003950	31726706	15	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-005985	34329319	16	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-005985	34955171	17	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-005985	34955181	18	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-005985	34955189	19	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-005985	34963968	20	10/1/2013	9/30/2015	2
LIFEPAK® 12	VLP12-02-000073	11188931	21	10/1/2013	9/30/2015	2
LIFEPAK® 500	3011790-001129	33089148	22	10/1/2013	9/30/2015	2
LIFEPAK® 500	3011790-001129	33089043	23	10/1/2013	9/30/2015	2
LIFEPAK® 500	3011790-001129	33089146	24	10/1/2013	9/30/2015	2
LIFEPAK® 500	3011790-001502	34262144	25	10/1/2013	9/30/2015	2
LIFEPAK® 500	3011790-000113	14285302	12	10/1/2013	9/30/2015	2
LIFEPAK® 500	3011790-000113	14285297	13	10/1/2013	9/30/2015	2

** 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 1-9	5	10/1/2013	9/30/2015

** 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® 12 Defibrillator/Monitor Repair Service includes:

- Standard detachable hard paddle repairs.
- Power Adapter repair/replacement.
- Replacement of failed internal coin cell batteries.
- Preventative replacement of internal coin cell batteries up to the number of coin cell batteries listed in the Additional Items section of Schedule A according to Physio-Control service specifications.
- Battery Coverage
- Replacement of four (4) Physio-Control FASTPAK®, FASTPAK 2, LIFEPAK SLA, LIFEPAK NiCd Battery every two years, or upon battery failure;

OR

- Replacement of three (3) LIFEPAK Li-ion Batteries every two years, or upon battery failure.

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

LIFEPAK® 500 AED Repair Service includes:

- QUIK-COMBO™ Patient Simulators repair/replacement.

- Replacement or repair of Physio-Control battery chargers on a one-for-one basis with the total number of LIFEPAK 500 AEDs listed on Schedule A, and as determined necessary by Physio-Control.

- Battery Coverage

o Replacement of up to two (2) LIFEPAK 500 SLA Battery Paks every two (2) years for each LIFEPAK 500 AED listed on Schedule A, or upon battery failure;

OR

o Replacement of up to one (1) LIFEPAK 500 Li-ion Battery Pak every five (5) years for each LIFEPAK 500 AED listed on Schedule A, or upon battery failure.

TECHNICAL SERVICE SUPPORT AGREEMENT

CONTRACT # C98-0125-PS
PHYSIO-CONTROL, INC.
LIFEPAK 12 DATA MGMT SUPPORT & UPGRADE
EXPIRES: 09/30/2013

Contract Number:

End User # 01188301
OKALOOSA COUNTY EMS
19 IOWA DRIVE NE
FORT WALTON BEACH, FL 32548

Bill To # 01188301
OKALOOSA COUNTY EMS
19 IOWA DRIVE NE
FORT WALTON BEACH, FL 32548

This Technical Service Support Agreement begins on 10/1/2011 and expires on 9/30/2013.

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 $49,609.64 per term, payable in Annual installments.

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES
- Batteries replaced on a one for one basis; 4 every 2 years/LIFEPAK Device max (monitor/defibrillator listed on Schedule A, exceptions on Sched B).

Accepted: Physio-Control, Inc.
By: B del
Title: Associate Contract Analyst
Date: 7/27/11

Customer: Okaloosa County
By: James D. Curry
Print: James D. Curry
Title: County Administrator
Date: 8-11-11
Purchase Order Number:

Territory Rep: EAVV65
Steven White
Phone: 800-442-1142 x2902
FAX: 800-772-3340

Customer Contact:
AL HERNDON
Phone: 850/651-7150
FAX: 850/651-7170

Reference Number: V65-2004 Renewal
Printed: 7/27/2011

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: Steven White, EAVV65
District: SOUTHEAST
Phone: 800-442-1142 x2902
FAX: 800-772-3340

Equipment Location: OKALOOSA COUNTY EMS, 01188301
19 IOWA DRIVE NE
FORT WALTON BEACH, FL 32548

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

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-000175	11541255	1	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-000021	8630762	2	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-000021	9058499	3	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-000073	11188924	4	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-000073	11188929	5	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-000073	11188930	6	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-000073	11188933	7	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-000073	11188934	8	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-000073	11188935	9	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-000073	11201325	10	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-002311	13378507	11	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-005976	32760150	14	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-003950	31726706	15	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-005985	34329319	16	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-005985	34955171	17	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-005985	34955181	18	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-005985	34955189	19	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-005985	34963968	20	10/1/2011	9/30/2013	2
LIFEPAK® 12	VLP12-02-000073	11188931	21	10/1/2011	9/30/2013	2
LIFEPAK® 500	3011790-001129	33089148	22	10/1/2011	9/30/2013	2
LIFEPAK® 500	3011790-001129	33089043	23	10/1/2011	9/30/2013	2
LIFEPAK® 500	3011790-001129	33089146	24	10/1/2011	9/30/2013	2
LIFEPAK® 500	3011790-001502	34262144	25	10/1/2011	9/30/2013	2
LIFEPAK® 500	3011790-000113	14285302	12	10/1/2011	9/30/2013	2
LIFEPAK® 500	3011790-000113	14285297	13	10/1/2011	9/30/2013	2

** 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 1-9	5	10/1/2011	9/30/2013

** 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® 12 (LP 12) Defibrillator/Monitor Service includes:

- Standard detachable hard paddle repairs

- LP12 upgrade installed by Physio-Control Technical Services Representative at a rate of 17% less than the then-current field-installed list price

- All Physio-Control battery charging systems owned by contract end user, up to a one-for-one basis with the total number of LP12 defibrillator/monitor's listed in Schedule A.

- AC Power Adapter repair/replacement

- DC Power Adapter repair/replacement

- Replacement of Physio-Control FASTPAK®, FASTPAK 2, LIFEPAK SLA, LIFEPAK NiCd Battery, and LIFEPAK Li-ion Battery

Battery maintenance, performance testing, evaluation, removal, recycling, and replacement are the Customer's responsibility and should be performed in accordance with the LP 12 Series Operating Instructions section entitled Discarding/Recycling Batteries.

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

One-for-one, like-for-like battery replacement is available prior to the completion of second year of use upon battery failure as determined by Customer's performance testing and evaluation in accordance with the LP 12 Operating Instructions section entitled Discarding/Recycling Batteries. During the Term of this Agreement, no-charge replacement for battery failure shall occur no more than four (4) times per two-year period for Physio-Control FASTPAK®, FASTPAK 2, LIFEPAK SLA, LIFEPAK NiCd Battery, and no more than three (3) times per two-year period for Li-ion batteries, regardless of any terms in prior Support Plans.

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

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

- LIFEPAK 12 Software Updates

If combined Repair and Inspection services are designated for LP 12 units listed in Schedule A, a Physio-Control Technical Services Representative will install LP 12 software updates at no additional cost, provided they are installed at the time of a regularly scheduled inspection. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then-current list price. Software updates, when installed at a time other than the regularly scheduled inspection, will be billed at the rate of $205.00 per unit per software update. The cost of such software update will be billed in a separate invoice.

If Repair-Only services are designated for LP 12 units listed in Schedule A, a Physio-Control Technical Services Representative will install a LP 12 software update at the rate of $205.00 per unit per software update. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then-current list price. The cost of such software update will be billed in a separate invoice.

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

- Coin Cell Battery Replacement

Physio-Control will replace the internal coin cell battery according to the number of such batteries listed in the Additional Items section of Schedule A. It is the Customer's responsibility to request such coin cell battery replacement, gather in a single location the devices that will receive such battery replacement, and to provide to the Physio-Control Technical Services Representative access to those devices. Coin cell battery replacement will take place during the Term of this Agreement, according to the number of coin cell batteries listed in the Additional Items section of Schedule A.

LP 12 Defibrillator/Monitor Service does not include repair or replacement of the following:

- Internal, sterilizable and pediatric paddles
- SpO2 sensors and cables
- Communication cables
- Therapy cables
- Patient cables
- PCMCIA modems
- Case changes

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

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

LIFEPAK® 500 AED

LIFEPAK® 500 (LP 500) Defibrillator Service includes:

- Physio-Control® QUIK-COMBO™ Patient Simulators repair/replacement

- Battery chargers shall be exchanged up to one battery charger per LIFEPAK 500 automatic advisory defibrillator listed on Schedule A as determined necessary by Physio-Control.

- Physio-Control® Battery Pak

Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the LIFEPAK 500 AED Operating Instructions. 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 5 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 5 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.

- LIFEPAK 500 Software Updates

If combined Repair and Inspection services are designated for LP 500 units listed in Schedule A, a Physio-Control Technical Services Representative will install LP 500 software updates at no additional cost, provided it is installed at the time of a regularly scheduled inspection. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then current list price. Software updates, when installed at a time other than the regularly scheduled inspection, will be billed at the rate of $205.00 per unit per software update. The cost of such software update will be billed in a separate invoice.

LP 500 Defibrillator does not include repair or replacement of the following:

- Repairs to Physio-Control Lifepak AED Trainers
- Case Changes
- Defibrillation and Communications cables
- External Modems

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

OKALOOSA COUNTY PURCHASING DEPARTMENT
602-C NORTH PEARL ST.
CRESTVIEW FL 32536

850-689-5960 / 850-689-5998 (FAX)

August 10, 2011

MEMORANDUM

TO: **James D. Curry, County Administrator**

FROM: **Jack Allen, Contracts/Leases**

RE: **Contract # C98-0125-PS with Physio-Control renewal**

Please review and sign the three (3) copies of the referenced contract renewal and return to my attention. If you have any questions please let me know.

Thanks,
Jack

TECHNICAL SERVICE SUPPORT AGREEMENT

Medtronic
Alleviating Pain · Restoring Health · Extending Life

Contract Number:

End User # 01188301
OKALOOSA COUNTY EMS
19 IOWA DRIVE NE
FORT WALTON BEACH, FL 32548

Bill To # 01188301
OKALOOSA COUNTY EMS
19 IOWA DRIVE NE
FORT WALTON BEACH, FL 32548

This Technical Service Support Agreement begins on 10/1/2007 and expires on 9/30/2009.

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

Price of coverage specified on Schedule A is $38,560.81 per term, payable in Annual installments.

CONTRACT: LIFEPAC SERVICE AND SUPPORT
CONTRACT NO.: C98-0125-ES11-6
MEDTRONIC
EXPIRES: 9/30/2009

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES
17% DISCOUNT ON LP12 UPGRADES
- Batteries replaced on a one for one basis; 4 every 2 years/LIFEPAK Device max (monitor/defibrillator listed on Schedule A, exceptions on Sched B).

Accepted: MEDTRONIC Emergency Response Systems, Inc.	Customer: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
By: [signature]	By: [signature]
Title: Senior Technical Representative	Print: DON R. AMUNDS
Date: Sept. 7, 2007	Title: CHAIRMAN
	Date:
	CONTRACT ~~Purchase Order~~ Number:

SEAL

Territory Rep: EAVV65
White, Steven
Phone: 800-442-1142 x2902
FAX: 800-772-3340

Customer Contact:
AL HERNDON
Phone: 850/651-7150
FAX: 850/651-7170

Reference Number: V65-1839 Renewal

MEDTRONIC EMERGENCY RESPONSE SYSTEMS, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

RENEWAL TERMS
Medtronic Emergency Response Systems, Inc.'s ("Medtronic") 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. Medtronic 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 Medtronic by Customer. These terms may not be revised in any manner without the prior written consent of an officer of Medtronic.

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 Medtronic service technician labor, and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Medtronic 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 Medtronic service technician labor and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Medtronic freight prepaid.

DOCUMENTATION
Following each Repair and/or Inspection, Medtronic 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 Medtronic 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 Medtronic in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Medtronic'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 Medtronic under this Technical Service Support Agreement; case changes; repair or replacement of items not originally distributed or installed by Medtronic; 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 Medtronic 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 Medtronic 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 Medtronic at Medtronic'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 Medtronic shall be payable by Customer within thirty (30) days of Customer's receipt of Medtronic's invoice (or such other terms as Medtronic confirms to Customer in writing). In addition to the cost of services performed, Customer shall pay or reimburse Medtronic for any taxes assessed Medtronic. 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
Medtronic 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 Medtronic of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Medtronic 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 MEDTRONIC 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 Medtronic 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 Medtronic 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

Medtronic 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 Medtronic's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Medtronic'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 Medtronic's behalf during the Term of this Technical Service Support Agreement or for one (1) year following its expiration without Medtronic'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 Medtronic 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.....

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

Contract Number:

Servicing Rep: White, Steven, EAVV65
District: GULF COAST
Phone: 800-442-1142 x2902
FAX: 800-772-3340

Equipment Location: OKALOOSA COUNTY EMS, 01188301
19 IOWA DRIVE NE
FORT WALTON BEACH, FL 32548

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

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-000175	11541255	1	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000021	8630762	2	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000021	9058499	3	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000073	11188924	4	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000073	11188929	5	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000073	11188930	6	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000073	11188933	7	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000073	11188934	8	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000073	11188935	9	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000073	11201325	10	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-005976	32760150	30	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-003950	31726706	31	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-005985	34329319	40	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-005985	34955171	41	10/26/2007	9/30/2009	1
	WARRANTY EXPIRES 10/25/07					
LIFEPAK® 12	VLP12-02-005985	34955181	42	10/26/2007	9/30/2009	1
	WARRANTY EXPIRES 10/25/07					
LIFEPAK® 12	VLP12-02-005985	34955189	43	10/26/2007	9/30/2009	1
	WARRANTY EXPIRES 10/25/07					
LIFEPAK® 12	VLP12-02-005985	34963968	44	10/26/2007	9/30/2009	1
	WARRANTY EXPIRES 10/25/07					
LIFEPAK® 12	VLP12-02-002311	13378507	15	10/1/2007	9/30/2009	2
LIFEPAK® 500	3011790-000113	14285302	17	10/1/2007	9/30/2009	2
LIFEPAK® 500	3011790-000113	14285297	18	10/1/2007	9/30/2009	2

Scope Of Service On Site 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	11143594	11	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	11143590	12	10/1/2007	9/30/2009	0

BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	11143600	13	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	11143587	14	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	9472185	16	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	32743522	32	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	32759174	33	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	32759175	34	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	32759181	35	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	32747791	36	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	32747793	37	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	32747794	38	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31516231	39	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	025891	19	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	036631	20	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	036665	21	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	036809	22	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	037735	23	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	037736	24	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	037816	25	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	036489	26	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000102	052357	27	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	036585	28	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	036624	29	10/1/2007	9/30/2009	0

** 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 LIMITED CASE CHANGES	6	10/1/2007	9/30/2009

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

MEDTRONIC EMERGENCY RESPONSE SYSTEMS, 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 Medtronic Technical Services.
· Discounts may not be combined with any other special terms, discounts and/or promotions.

Medtronic 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 Medtronic Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years, Medtronic shall replace said Medtronic 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 Medtronic 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 Medtronic and must be returned at the time of exchange.

· Only batteries manufactured by Medtronic are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Medtronic cannot guarantee the operation, safety and/or performance of our product when operating with a non-Medtronic battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Medtronic battery. Any repairs, as determined by a Medtronic Service Representative, resulting from the use of a non-Medtronic 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 Medtronic 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 Medtronic 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.

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

LIFEPAK® 500 AED

· Repair coverage for Medtronic® QUIK-COMBO™ Patient Simulators included.
· Repairs to Medtronic Lifepak AED Trainers are excluded.
· Case Changes are excluded.
· Defibrillation and Communications cables are excluded.
· External Modems are excluded.
· Battery chargers are included and shall be exchanged up to one battery charger per Lifepak 500 automatic advisory defibrillator (listed on Schedule A) as determined necessary by Medtronic.
· Discounts may not be combined with any other special terms, discounts and/or promotions.

Medtronic® Battery Pak

· Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the LIFEPAK 500 AED Operating Instructions. Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).

· If customer provides evidence that a Medtronic 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, Medtronic shall replace said Medtronic 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 Medtronic and must be returned at the time of exchange.

· Only batteries manufactured by Medtronic are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Medtronic cannot guarantee the operation, safety and/or performance of our product when operating with a non-Medtronic battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Medtronic battery. Any repairs, as determined by a Medtronic Service Representative, resulting from the use of a non-Medtronic battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.

TECHNICAL SERVICE SUPPORT AGREEMENT ADDENDUM

ORIGINAL

Contract Number: PB09Q032

End User # 01188301
OKALOOSA COUNTY EMS
19 IOWA DRIVE NE
FORT WALTON BEACH, FL 32548

Bill To # 01188301
OKALOOSA COUNTY EMS
19 IOWA DRIVE NE
FORT WALTON BEACH, FL 32548

This Technical Service Support Agreement begins on 10/1/2007 and expires on 9/30/2009.

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 $39,436.00 per term, payable in Annual installments.

This price represents an adjustment of $875.19 based on this contract's previous price of $38,560.81

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES
17% DISCOUNT ON LP12 UPGRADES
- Batteries replaced on a one for one basis; 4 every 2 years/LIFEPA
max (monitor/defibrillator listed on Schedule A, exceptions on Sched B).

C98-0125-PS
MEDTRONICS (PHYSIO CONTROL)
LIFE-PAK 12 SUPPORT/MAINTENANCE
PUBLIC SAFETY
EXPIRES: 9/30/2009

Accepted: Physio-Control, Inc.
By: Steven J. White
Title: Senior Technical Representative
Date: Dec 2, 2008

Customer: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
By:
Print: RICHARD C. BRANNON
Title: PURCHASING DIRECTOR
Date: 12-09-08
Purchase Order Number: PB09Q032

Territory Rep: EAVV65
White, Steven
Phone: 800-442-1142 x2902
FAX: 800-772-3340

Customer Contact:
AL HERNDON
Phone: 850/651-7150
FAX: 850/651-7170

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: PB09Q032

Servicing Rep: White, Steven, EAVV65
District: GULF COAST
Phone: 800-442-1142 x2902
FAX: 800-772-3340

Equipment Location: OKALOOSA COUNTY EMS, 01188301
19 IOWA DRIVE NE
FORT WALTON BEACH, FL 32548

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

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-000175	11541255	1	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000021	8630762	2	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000021	9058499	3	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000073	11188924	4	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000073	11188929	5	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000073	11188930	6	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000073	11188933	7	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000073	11188934	8	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000073	11188935	9	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-000073	11201325	10	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-005976	32760150	30	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-003950	31726706	31	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-005985	34329319	40	10/1/2007	9/30/2009	2
LIFEPAK® 12	VLP12-02-005985	34955171	41	10/26/2007	9/30/2009	1
	WARRANTY EXPIRES 10/25/07					
LIFEPAK® 12	VLP12-02-005985	34955181	42	10/26/2007	9/30/2009	1
	WARRANTY EXPIRES 10/25/07					
LIFEPAK® 12	VLP12-02-005985	34955189	43	10/26/2007	9/30/2009	1
	WARRANTY EXPIRES 10/25/07					
LIFEPAK® 12	VLP12-02-005985	34963968	44	10/26/2007	9/30/2009	1
	WARRANTY EXPIRES 10/25/07					
LIFEPAK® 12	VLP12-02-000073	11188931	45**	11/1/2008	9/30/2009	1
LIFEPAK® 12	VLP12-02-002311	13378507	15	10/1/2007	9/30/2009	2
LIFEPAK® 500	3011790-000113	14285302	17	10/1/2007	9/30/2009	2
LIFEPAK® 500	3011790-000113	14285297	18	10/1/2007	9/30/2009	2

Scope Of Service On Site 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	11143594	11	10/1/2007	9/30/2009	0

BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	11143590	12	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	11143600	13	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	11143587	14	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	9472185	16	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	32743522	32	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	32759174	33	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	32759175	34	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	32759181	35	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	32747791	36	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	32747793	37	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	32747794	38	10/1/2007	9/30/2009	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31516231	39	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	025891	19	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	036631	20	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	036665	21	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	036809	22	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	037735	23	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	037736	24	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	037816	25	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	036489	26	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000102	052357	27	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	036585	28	10/1/2007	9/30/2009	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	036624	29	10/1/2007	9/30/2009	0

** 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: PB09Q032
Additional Items

Service Type	Item	Quantity	Start Date	End Date
CASE CHANGE	LP12 LIMITED CASE CHANGES	6	10/1/2007	9/30/2009

** 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® 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

· Repair coverage for Physio-Control® QUIK-COMBO™ Patient Simulators included.
· Repairs to Physio-Control Lifepak AED Trainers are excluded.
· Case Changes are excluded.
· Defibrillation and Communications cables are excluded.
· External Modems are excluded.
· Battery chargers are included and shall be exchanged up to one battery charger per Lifepak 500 automatic advisory defibrillator (listed on Schedule A) as determined necessary by Physio-Control.
· Discounts may not be combined with any other special terms, discounts and/or promotions.

Physio-Control® Battery Pak

· Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the LIFEPAK 500 AED Operating Instructions. 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.

PHYSIO CONTROL

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

December 2, 2008

ATTN : Mike Baxley
Okaloosa County EMS
19 Iowa Drive NE
Fort Walton Beach, FL 32548

Dear Mike

Per our conversation, here is the signed hard copy addendum as requested. If acceptable, please have it signed and return fax all 8 pages to: 1.800.772.3340.

Since service work has already been performed on the LP 12 that is being added to the existing contract, please make sure all 8 pages of the signed contract are faxed back prior to Friday, December 19 to prevent computerized invoicing.

Thank you for allowing us to be partners in health care. If you should have any questions, please feel free to contact me at 1-800-442-1142, option 1, extension 72902

Sincerely,
PHYSIO-CONTROL CORPORATION

Steven White, CBET, NREMT-P
Senior Technical Representative

Enclosure