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3 **RESOLUTION NO. 03-95**

4 **A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF**
5 **THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO**
6 **AUTOMATED EXTERNAL DEFIBRILLATORS, AUTHORIZING**
7 **THE VILLAGE MANAGER TO PROCURE EQUIPMENT AND**
8 **SERVICES FROM MEDTRONIC PHYSIO-CONTROL ,**
9 **AUTHORIZING THE VILLAGE MANAGER TO ISSUE A**
10 **PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$7,500.00;**
11 **AND PROVIDING FOR AN EFFECTIVE DATE.**

12 WHEREAS, the Village of Palmetto Bay is in need of automated external
13 defibrillators in order to respond to individuals experiencing sudden cardiac emergencies
14 within the Village; and

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16 WHEREAS, defibrillation or restoring the heart's natural rhythm by applying an
17 electrical shock, is the only effective treatment for cardiac arrest, and

18
19 WHEREAS, the Village considered several vendors with equipment and services
20 approved and highly recommended by the American Heart Association; and

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22 WHEREAS, the Administration has determined that an AED unit compatible with
23 Miami-Dade Police and Fire Departments is in the best interest of the Village; and

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25 WHEREAS, the Administration recommends the selection of Medtronic Physio-
26 Control to provide Automated External Defibrillator units for emergency cardiac medical
27 services; and

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29 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
30 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

31
32 Section 1: The following company is selected to provide the Village of Palmetto
33 Bay with Automated External Defibrillator equipment, services and other duties as
34 needed:

35 Medtronic Physio- Control

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37 The Village Manager is authorized to issue a purchase order for equipment and services
38 to meet Village requirements.

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40 Section 2: This Resolution shall take effect immediately upon approval.

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43 PASSED and ADOPTED this 3rd day of Nov 3, 2003.
44
45

1 ATTEST: Meighan Pler
2 Meighan Pler
3 City Clerk
4

APPROVED: Eugene P. Flinn
Eugene P. Flinn
Mayor

5 APPROVED AS TO FORM:

6 Earl G. Gallop
7 Earl G. Gallop
8 Village Attorney
9

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14 FINAL VOTE AT ADOPTION:

15		
16	Council Member Ed Feller	<u>Yes</u>
17		
18	Council Member Paul Neidhart	<u>Yes</u>
19		
20	Council Member John Breder	<u>Yes</u>
21		
22	Vice-Mayor Linda Robinson	<u>Yes</u>
23		
24	Mayor Eugene P. Flinn	<u>Yes</u>
25		
26		
27		
28		

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Medtronic
PHYSIO-CONTROL

Medtronic Physio-Control Corp.

11811 Willows Road NE
P.O. Box 97023
Redmond, WA 98073-9723 U.S.A
www.physiocontrol.com
www.medtronic.com

tel 800.442.1142
fax 800.732.0958

10/28/2003

Corrice Patterson
The Village Of Palmetto Bay
8950 SW 152nd St
PALMETTO ESTATES, FL 33157
Phone: (305) 259-1234
Fax: (305) 259-1290
cpatterson@palmettobay.fl.gov

Dear Corrice,

Thank you for considering the LIFEPAK® family of products for your facility. Because of their proven performance and reliability, more hospitals and 9 out of the top 10 EMS systems in the U.S. have LIFEPAK defibrillators onboard. Our ultimate goal as the world leader in defibrillation technology is to enable you to improve outcomes for your patients.

We want to be responsive to your needs as our customer. When you need to order supplies, including electrodes, cables, manuals, batteries, carry cases—and more, please visit our convenient online store at <http://www.physiocontrol.com/store> to enroll.

If you need service, our field service representatives offer rapid response to service calls with 24-hour, 7-day-a-week availability. If necessary, we can provide equipment on loan. Only factory-trained professionals service LIFEPAK defibrillators.

Thank you again for considering LIFEPAK defibrillators. I am enclosing the information you requested, as well as warranty information and terms and conditions for your review. I welcome the opportunity to visit with you to further discuss your needs. In the meantime, please feel free to contact me if you have any questions. You can reach me at 800-442-1142, ext. 2305.

Sincerely,

Debbi Stanfield
Field Sales OOH - Southeast

MEDTRONIC PHYSIO-CONTROL

Enclosure(s)



Medtronic

PHYSIO-CONTROL

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To: Corrice Patterson
The Village Of Palmetto Bay
8950 SW 152nd St
PALMETTO ESTATES, FL 33157
Phone: (305) 259-1234
Fax: (305) 259-1290
cpatterson@palmettobay.fl.gov

Quote# 1-6D7D8
Rev#: 1
Quote Date: 10/27/2003
Sales Consultant: Debbi Stanfield
800-442-1142 x 2305
FOB: Destination
Shipping: 30-45 Days
Terms: Net 30, all quotes subject to credit approval and the following terms & conditions

Contract: SNAPS II, 4651957-4

Exp Date: 12/26/2003

Line	Part#	Product	Qty	Unit Price	Unit Disc	Unit Net Price	Total
1	99401-000618	2B-LIFEPAK 500 automated external defibrillator with Adaptive/Biphasic waveform package 2-BUTTON NO AUDIO RECORDING. Includes one lithium battery, one soft carrying case, two pair QUIK-COMBO pacing/defibrillation/ECG electrodes with REDI-PAK preconnect system, operating instructions and inservice video.	3	\$2,995.00	\$1,000.00	\$1,995.00	\$5,985.00

GRAND TOTAL \$5,985.00

Pricing Summary Totals	
List Price:	\$8,985.00
SNAPS II, 4651957-4 Contract Discount:	- \$3,000.00
GRAND TOTAL FOR THIS QUOTE	\$5,985.00

MPC REQUIRES WRITTEN VERIFICATION OF THE ORDER OR A PURCHASE ORDER. PLEASE CHECK ONE:
 PURCHASER HAS A PURCHASE ORDER SYSTEM.
 PURCHASER DOES NOT HAVE A PURCHASE ORDER SYSTEM AND THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER ON THE TERMS AND PRICES QUOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (SIGNATURE)

NAME _____

TITLE _____

DATE _____

Ref. Code: JE/1-6D7BL

Notes:

TAXES, FREIGHT AND HANDLING FEES WILL BE ADDED AT TIME OF SHIPMENT, IF APPLICABLE.
ABOVE PRICING VALID ONLY IF QUOTE IS PURCHASED IN ITS ENTIRETY. (OPTIONAL ITEMS NOT REQUIRED).
IF QUOTE REFLECTS TRADE-IN VALUES, CUSTOMER ASSUMES RESPONSIBILITY FOR SHIPMENT OF TRADE-IN UNITS TO MEDTRONIC PHYSIO-CONTROL.

FOR ADDITIONAL PRODUCT INFORMATION PLEASE VISIT US AT www.medtronicphysiocontrol.com/products/ AND www.biphasic.com

Quote#: 1-607D8
 Rev#: 1
 Quote Date: 10/27/2003

Optional Products:

Line	Part#	Product	Qty	Unit Price	Unit Disc	Unit Net Price	Total
1	11998-000070	Wall Cabinet - surface mount	1	\$234.00	\$13.68	\$220.32	\$220.32
2	11230-000001	LIFEPAK 500 AED-to-PC cable	1	\$50.00	\$4.55	\$45.45	\$45.45
3	11210-000001	Wall Mount Bracket for LP500	1	\$87.00	\$8.95	\$78.05	\$78.05
4	21340-000095	LIFENET DT Express 1.0 Information Management System A data transfer software application that offers capabilities such as easy downloading, editing and printing of event data from LIFEPAK CR Plus defibrillator, LIFEPAK 500 AED, LIFEPAK 12 defibrillator/monitor using either a laptop or a personal computer.	1	\$299.00	\$14.95	\$284.05	\$284.05
5	11250-000007	LIFEPAK 500T AED Training System Includes one (1) AED Trainer, remote control and cable, simulated battery pak, training electrodes, carrying case (soft case), AED instruction card, operating instructions and batteries for AED Trainer and remote control.	1	\$368.00	\$64.06	\$303.94	\$303.94

1. General Terms

Medtronic Physio-Control acceptance of the Purchaser's order is expressly conditioned on the Purchaser's assent to the terms set forth in this document and its attachments. Medtronic Physio-Control agrees to furnish the goods and services ordered by the Purchaser only on these terms, and the Purchaser's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Purchaser. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Purchaser's Purchase order or on other documents submitted to Medtronic Physio-Control by the Purchaser. These terms may not be revised in any manner without the prior written consent of an officer of Medtronic Physio-Control.

2. Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Medtronic Physio-Control standard prices in effect at the time of delivery. Pricing quoted is for Purchaser's benefit only and shall not be extended to any other party without the prior written consent of Medtronic Physio-Control. All pricing is confidential information between Medtronic Physio-Control and Purchaser. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Medtronic Physio-Control receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Medtronic Physio-Control Tax Department P.O. Box 97006, Redmond, Washington 98073-9706

3. Payment

Unless otherwise indicated in this document or otherwise confirmed by Medtronic Physio-Control in writing, payment for goods and services supplied by Medtronic Physio-Control shall be subject to the following terms:

Domestic (USA) Sales - Upon approval of credit by Medtronic Physio-Control, 100% of invoice due thirty (30) days after invoice date.

International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Medtronic Physio-Control may change the terms of payment at any time prior to delivery by providing written notice to the Purchaser. Medtronic Physio-Control reserves the right to charge a 15% restocking fee for returns.

4. Delivery

Unless otherwise indicated in this document, delivery shall be FOB Medtronic Physio-Control point of shipment and title and risk of loss shall pass to the Purchaser at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Purchaser, Medtronic Physio-Control will obtain transportation on the Purchaser's behalf and for the Purchaser's account. Excess charges for expedited delivery are the responsibility of the Purchaser unless specifically waived by Medtronic Physio-Control. ARRANGEMENT FOR INSURANCE OF MERCHANDISE IS THE RESPONSIBILITY OF THE PURCHASER.

5. Delays

Delivery dates are approximate. Medtronic Physio-Control will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Medtronic Physio-Control inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Medtronic Physio-Control and the Purchaser's agreement and the delivery dates shall be extended for the length of such delay.

6. Inspection and Acceptance

Claims by the Purchaser for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Medtronic Physio-Control with written notice of any deficiency. In the absence of such notice, Medtronic Physio-Control will deem products and services accepted by Purchaser. Payment is not contingent upon immediate correction of any deficiencies and Medtronic Physio-Control prior approval is required before the return of any goods to Medtronic Physio-Control.

7. Warranty

Medtronic Physio-Control warrants its products in accordance with the terms of the standard Medtronic Physio-Control product warranty applicable to the product to be supplied, and the remedies provided under such warranty shall be the Purchaser's sole and exclusive remedies. The warranties set forth therein are conditioned upon the proper use and maintenance and conformance with any applicable recommendations of Medtronic Physio-Control and Purchaser promptly notifying Medtronic Physio-Control of any defects. The warranties are extended solely to the Purchaser and not to any other party. Medtronic 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 MEDTRONIC PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

8. Non-Warranty Service

Non-Warranty service is available by contacting Medtronic Physio-Control. All risk of loss, damage, freight and other costs for shipment to and from the point of repair shall be the responsibility of the Purchaser.

9. Patent Indemnity

Upon receipt of prompt notice from the Purchaser and with the Purchaser's authority and assistance, Medtronic Physio-Control agrees to defend, indemnify and hold the Purchaser harmless against any claim that the Medtronic Physio-Control products covered by this document directly infringe any duly issued United States of America patent.

10. Third Party Liability

Medtronic Physio-Control shall not be liable for and Purchaser shall hold Medtronic Physio-Control harmless from any liability sustained in favor of third parties arising from or during Purchaser's possession, use or authorized resale of Medtronic Physio-Control equipment except to the extent that such liability arises solely from Medtronic Physio-Control's negligence. Medtronic Physio-Control shall not be liable for and Purchaser shall hold Medtronic Physio-Control harmless from any liability for consequential damages sustained by Purchaser including those arising from or measured by lost profits under its contracts with third parties.

11. Miscellaneous

- The Purchaser agrees that products purchased hereunder will not be reshipped or resold. Only authorized distributors of Medtronic Physio-Control may resell or reship Medtronic Physio-Control products.
- Through the purchase of Medtronic Physio-Control products, the Purchaser does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products and the Purchaser expressly agrees not to reverse engineer or decompile such products or related software and information.
- Medtronic Physio-Control shall have the right to cancel or suspend this Agreement at any time upon Purchaser making an assignment for the benefit of creditors or becoming bankrupt or insolvent, or upon a petition being filed in a court of competent jurisdiction proposing the appointment of a receiver or that Purchaser is adjudicated bankrupt or insolvent or reorganized under the provisions of any applicable bankruptcy or insolvency law.
- In addition to the rights and remedies reserved herein, Medtronic Physio-Control shall have all the rights and remedies conferred by law and shall not be required to proceed with performance of the contract arising herefrom if Purchaser is in default to Medtronic Physio-Control under this or any contract or obligation.
- The rights and obligations of Medtronic Physio-Control and the Purchaser related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by Medtronic Physio-Control related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the Purchaser.

MPC P/N: 3201819-000