

**SANTA FE COUNTY
PRICE AGREEMENT**

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and Physio-Control, Inc., a Corporation authorized to do business in the State of New Mexico, with a principal address of 11811 Willows Road NE, Redmond WA 98073-9706 (hereinafter referred to as "the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

A. "Using Department" shall mean a Department or Elected Official's Office the County.

B. "Purchase Order" shall mean a fully executed Purchase Document issued by the County's Purchasing Department that specifies the items to be provided by the Contractor under the terms of the Price Agreement.

C. Price Agreement means this indefinite quantity Price Agreement which requires the Contractor to furnish items to the Using Department which issues a purchase order.

D. Record Adjustment Date means a date within thirty days of issuance of the Producers Price Index (Not Seasonably Adjusted) (generally referred to herein as "the PPI") by the U.S. Department of Labor.

2. GOODS TO BE PROVIDED

A. Good Listed on Schedule A. Certain departments of the County may issue orders for purchase of the items described herein. The item ordered must be listed on Schedule A to this Agreement, Technical Service Agreement, which is hereby incorporated as part of this Agreement. All orders issued hereunder must bear both an order number and the number of this Price Agreement.

B. Quantities. It is understood that this is an indefinite quantity, but fixed price per item, price agreement and the County may order any quantity of the items listed on Schedule A. No guarantee or warranty is made or implied, by either the County or the Using Department that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items when ordered.

C. Conformity. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s), numbers(s), and price(s). Any items provided

pursuant to this Price Agreement must meet or exceed the description of items on Schedule A.

D. Shipping and Billing Instructions.

1. The Contractor shall ship the items in accordance with the County's instructions. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number, and the commercial part number (if any) for each item. Unless otherwise designated by the County, the Contractor shall ship all products F.O.B. destination. Except for loss or damage directly attributable to the negligence of a procuring department, the Contractor shall bear all risk of loss or damage until products have been accepted by the Using Department. Destination charges shall be included in the product price.

2. The Contractor may impose shipping and handling charges for enhanced delivery services (overnight courier service, second-day courier service or delivery-by-messenger service). Such enhanced delivery charges shall be pre-paid by the Contractor and billed as a separate item at actual cost. The Contractor shall advise the procuring department of any enhanced delivery charges prior to the acceptance of the purchase order.

3. Whenever a Using Department does not accept any product and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.

4. The Contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the Using Department.

5. Unless otherwise agreed upon by the Using Department, the Contractor shall be responsible for the pick-up of returned items.

6. Time is of the essence for purposes of this Agreement. All damages resulting from late delivery shall be the responsibility of the Contractor. In the event of failure of the Contractor to deliver in accordance with this requirement, the Contractor shall be liable to the County for liquidated damages in the amount of \$100.00 per order per each day the items are delivered late.

E. Delivery Tickets. The County's purchasing document number and the Contractor's name, Using Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The Using Department's count will be accepted by the Contractor as final and conclusive on each shipment that is not accompanied by a packing ticket.

F. Price. Prices listed in Schedule A for each item shall be the price for that item as adjusted as set forth below.

3. PAYMENT

All payments under this Price Agreement are subject to the following provisions.

A. Inspection. Final inspection and acceptance of all items ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.

B. Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.

C. Issuance of Orders. Only written, signed and properly executed purchase orders are valid under this Price Agreement.

D. Invoices. The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices, extended totals and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Using Department and not the Central Purchasing Office of the County.

E. Payment of Invoices. Upon written certification from the Using Department that the items have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.

F. Tax Note. Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this Price Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and County tax identification number(s). If a using department is exempt from the New Mexico gross

receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

THIS PRICE AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE PARTIES AND SHALL TAKE EFFECT ON THE LATEST DATE SIGNED BY THE PARTIES. The term of this Agreement shall be four (4) year(s).

5. DEFAULT

A. The failure of the Contractor to perform shall create a default pursuant to this Price Agreement. The County reserves the right to cancel all or any part of any orders placed under this Price Agreement without cost to the County if the items fail to meet the requirements of this Price Agreement. The Contractor may be excused from performance under this Price Agreement if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not limited to, acts of God or the public enemy, acts of the County or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the subcontractor to meet the required delivery schedule.

B. The County may cancel all or any part of any resulting order without cost to the County if the Contractor fails to meet material provisions of the order; the Contractor shall be liable for any excess costs associated with such a default.

6. TERMINATION

A. **For Convenience.** This Price Agreement may be terminated by the County upon written notice to the Contractor sixty (60) days before the proposed date of termination. Notice of Termination of the Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS.

B. **For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT

This Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. An amendment to this Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS issued prior to the effective date of the amendment as mutually agreed upon, and as published by the County Purchasing Manager. Amendments affecting prices are not allowed unless specifically provided for in the bid documents.

8. STATUS OF CONTRACTOR

The Contractor, and Contractor's agents and employees, are independent Contractors for the County and are not employees of the County of New Mexico. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

SANTA FE COUNTY PRICE AGREEMENT

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IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

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- A. "Using Department" shall mean a Department or Elected Official's Office the County.
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- C. Price Agreement means this indefinite quantity Price Agreement which requires the Contractor to furnish items to the Using Department which issues a purchase order.
- D. Record Adjustment Date means a date within thirty days of issuance of the Producers Price Index (Not Seasonably Adjusted) (generally referred to as the "PPI")

12. CONDITION OF PROPOSED ITEMS

All proposed items are to be NEW and of most current production, unless otherwise specified.

13. RECORDS OF AUDIT

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Using Department, the County and State Auditor and other appropriate County and federal authorities. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Using Department and the County to recover excessive or illegal payments.

14. APPROPRIATIONS

The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor by the County. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

15. RELEASE

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its Elected Officials, officers, employees, agents and attorneys, from and against all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

16. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the County.

17. PRODUCT OF SERVICE: COPYRIGHT

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the Using Department no later than the termination date of this Agreement. Nothing produced, in whole or in part,

by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, meeting notes, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Using Department at conclusion of the Agreement.

18. CONFLICT OF INTEREST

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

19. APPROVAL OF CONTRACTOR REPRESENTATIVES

The County and the Using Department reserve the right to require a change in Contractor representatives if the assigned representatives are not, in their opinion; serving the needs of the County adequately.

20. SCOPE OF AGREEMENT, MERGER

This Agreement incorporates Technical Support Agreement attached hereto as "Schedule A," and all other agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NOTICE

The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. EQUAL OPPORTUNITY COMPLIANCE

The Contractor shall abide by all federal and County laws, rules and regulations, and all applicable executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the governor of the State of New Mexico, the Contractor agrees to assure that no person shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If

Contractor is found to be not in compliance with these requirements during the life of this agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

23. INDEMNIFICATION

The Contractor shall hold the County and its agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Using Department, its officers or employees.

24. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Mexico.

25. INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from the Information For Bidders, including any written Addenda, and the Contractor's bid. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Price Agreement in reverse chronological order; (2) the Price Agreement, including the scope of work; (3) the Information For Bidders including attachments thereto and addenda.

26. WORKER'S COMPENSATION

The Contractor shall comply with State laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated.

27. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Agreement, which can be given effect without the invalid provision.

28. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with

that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

29. PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION

A. The Contractor shall defend, at its own expense, the County from and against any claim that any item provided under this agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the department based upon Contractor's trade secret infringement relating to any items provided under this agreement, the Contractor agrees to reimburse the County for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the County shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any item becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the County the right to continue using the item and fully indemnify the County against all claims that may arise out of the County's use of the item;

- ii. replace or modify the item so that it becomes non-infringing;

or,

- iii. accept the return of the item and refund an amount equal to the value of the returned item, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any item modified by the Using Department to the extent such modification is the cause of the claim.

C. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

D. This Agreement's paragraph titled "patent, copyright, trademark, and trade secret indemnification" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this Agreement shall also survive termination of this Agreement

30. SURVIVAL

Each party agrees to protect confidential information and information identified as sensitive, proprietary, patent, copyright and/or trade secret data of the other. This protection will survive completion and/or termination of this Agreement and each party agrees not disclose this data unless under an order by a court of appropriate jurisdiction or the information becomes public knowledge.

31. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:
Santa Fe County Attorney's Office
102 Grant Avenue
Santa Fe, NM 87501

To Contractor:
Physio-Control, Inc.,
Attention: General Counsel
11811 Willows Road NE
Redmond, WA 98052

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

32. AMENDMENTS

This Price Agreement shall only be amended by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:

SANTA FE COUNTY:

Michael D. Anaya
Michael D. Anaya, Chairman
Santa Fe Board of County Commissioners



Valerie Espinoza
Valerie Espinoza
Santa Fe County Clerk

APPROVED AS TO FORM:

Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney

9-3-09
Date

FINANCE DEPARTMENT APPROVAL:

Teresa Martinez
Teresa Martinez
Santa Fe County Finance Director

9/8/09
Date

PHYSIO-CONTROL, INC.:

Peter C. Farnum
(SIGNATURE)

11/09/2009
Date

BY: PETER C. FARNUM
(PRINT NAME)

ITS: SERVICE MANAGER
(PRINT TITLE)

FEDERAL TAX I.D. NUMBER: 41-0793183

TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 10180704
SANTA FE COUNTY FIRE DEPT
35 CAMINO JUSTICIA
SANTA FE, NM 87508

Bill To # 10180704
SANTA FE COUNTY FIRE DEPT
35 CAMINO JUSTICIA
SANTA FE, NM 87508

This Technical Service Support Agreement begins on 7/1/2009 and expires on 6/30/2013.

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 A, 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 \$106,360.00 per term, payable in Annual in arrears installments.

Special Terms

15% DISCOUNT ON ACCESSORIES
17% DISCOUNT ON LP12 UPGRADES

Accepted: Physio-Control, Inc.

By: Peter C. Fanning

Title: SERVICE MANAGER

Date: 11/09/09

Customer:

By: [Signature]

Print: Michael D. Anaya, Chairman

Title: Santa Fe Board of County Commissioners

Date:

Purchase Order Number:

Territory Rep: WECC74
Campbell, Nick
Phone: 800-442-1142 x2263
FAX: 800-772-3340

Customer Contact: MIKE MESTAS
Phone: 505-670-6408
FAX:

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: 9-7-09

Reference Number: C74-0029
Printed: 8/13/2009

Renewal
Page 1 of 10

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.~~

*deletion
approved
Tad Anderson
9-3-09*

.....END.....

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

RENEWAL TERMS

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

REPAIR SERVICES

If "Repair" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, all repair parts and materials required, all required Physio-Control service technician labor, and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

INSPECTION SERVICES

If "Inspection" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, verification of proper instrument calibration, verification that instrument mechanical operations and output measurements are consistent with applicable product specifications, performance of an electrical safety check in accordance with National Fire and Protection Guidelines, all required Physio-Control service technician labor and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

DOCUMENTATION

Following each Repair and/or Inspection, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

LOANERS

If a Physio-Control product is designated as a unit of Covered Equipment for Repair Services and needs to be removed from service to complete repairs, an appropriate Loaner unit will be provided, if available, until the removed unit is returned. Customer assumes complete responsibility for the Loaner and shall return the Loaner to Physio-Control in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Physio-Control's request.

EXCLUSIONS

This Technical Service Support Agreement does not include: supply or repair of accessories or disposables (e.g., patient cables, recorder paper, etc.); repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, and/or acts of God; repairs to return an instrument to normal operating equipment at the time of initial service by Physio-Control under this Technical Service Support Agreement; case changes; repair or replacement of items not originally distributed or installed by Physio-Control; and exclusions on Schedule B to this Technical Service Support Agreement, if any, which apply to Covered Equipment.

SCHEDULE SERVICES

Designated Repair and Inspections Services will be performed at the designated service frequency and during designated service hours except where service technicians are rendered unavailable due to mandatory training commitments, in which case Physio-Control will provide alternate coverage. Customer is to ensure Covered Equipment is available for Repair and/or Inspection at scheduled times. If Covered Equipment is not available as scheduled and Customer requests additional services to be performed or if Physio-Control is requested to perform Repair or Inspection services not designated in this Technical Service Support Agreement (due to the nature of services selected, instruments involved not being Covered Equipment, request being outside of designated service frequency or hours, or application of the Exclusions); Customer shall reimburse Physio-Control at Physio-Control's standard labor rates less 10% (including overtime, if appropriate), plus standard list prices for related parts and materials less 15%, plus actual travel costs incurred.

PAYMENT

The cost of services performed by Physio-Control shall be payable by Customer within thirty (30) days of Customer's receipt of Physio-Control's Invoice (or such other terms as Physio-Control confirms to Customer in writing). In addition to the cost of services performed, Customer shall pay or reimburse Physio-Control for any taxes assessed Physio-Control. If the number or configuration of Covered Equipment is altered during the Term of this Technical Service Support Agreement, the price of Services shall be adjusted accordingly.

excluding income taxes, such as but not limited to, corporate income tax.

Reference Number: C74-0029

Renewal

Printed: 8/13/2009

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*Change Approved
Tad Ament
9-3-09*

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

Contract Number:

Servicing Rep: Campbell, Nick, WECC74
 District: SOUTHWEST
 Phone: 800-442-1142 x2263
 FAX: 800-772-3340

Equipment Location: SANTA FE COUNTY FIRE DEPT, 10180704
 35 CAMINO JUSTICIA
 SANTA FE, NM 87508

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

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK®1000	320371500023	35267534	51	7/1/2009	6/30/2013	4
LIFEPAK®1000	320371500023	36066539	52	7/1/2009	6/30/2013	4
LIFEPAK®1000	320371500023	36432933	53	7/1/2009	6/30/2013	4
LIFEPAK®1000	320371500023	36458148	54	7/1/2009	6/30/2013	4
LIFEPAK®1000	320371500023	36694426	55	7/1/2009	6/30/2013	4
LIFEPAK®1000	320371500023	36955514	56	7/1/2009	6/30/2013	4
LIFEPAK®1000	320371500023	37549495	57	7/1/2009	6/30/2013	4
LIFEPAK® 500	3011790-001502	34205702	48	7/1/2009	6/30/2013	4
LIFEPAK® 500	3011790-001500	34359545	49	7/1/2009	6/30/2013	4
LIFEPAK® 500	3011790-001129	31623248	50	7/1/2009	6/30/2013	4
LIFEPAK® 500	3005400-000	7925945	27	7/1/2009	6/30/2013	4
LIFEPAK® 500	3011790-001129	31245095	28	7/1/2009	6/30/2013	4
LIFEPAK® 500	3011790-001129	32104073	29	7/1/2009	6/30/2013	4
LIFEPAK® 500	3011790-001129	32817241	30	7/1/2009	6/30/2013	4
LIFEPAK® 500	3011790-001129	32851360	31	7/1/2009	6/30/2013	4
LIFEPAK® 500	3011790-001129	31229353	32	7/1/2009	6/30/2013	4
LIFEPAK® 500	3011790-001129	31229350	33	7/1/2009	6/30/2013	4
LIFEPAK® 500	3011790-001129	31229345	34	7/1/2009	6/30/2013	4
LIFEPAK® 500	3011790-001129	30910740	35	7/1/2009	6/30/2013	4
LIFEPAK® 500	3011790-001129	30910663	36	7/1/2009	6/30/2013	4
LIFEPAK® 500	3011790-001129	30910662	37	7/1/2009	6/30/2013	4
LIFEPAK® 500	3011790-001129	30888930	38	7/1/2009	6/30/2013	4
LIFEPAK® 500	3011790-000114	13567242	39	7/1/2009	6/30/2013	4
LIFEPAK® 500	3011790-000113	14004996	40	7/1/2009	6/30/2013	4
LIFEPAK® 500	3011790-000113	14247806	41	7/1/2009	6/30/2013	4

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

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 300	804900-15	2167186	44	7/1/2009	6/30/2013	4

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LIFEPAK® 300 804900-03 003775 45 7/1/2009 6/30/2013 4

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® 10	804200-28	031611	42	7/1/2009	6/30/2013	4
LIFEPAK® 10	804200-14	001514	43	7/1/2009	6/30/2013	4
LIFEPAK® 12	VLP12-02-000023	8507977	12	7/1/2009	6/30/2013	4
LIFEPAK® 12	VLP12-02-000023	8507976	13	7/1/2009	6/30/2013	4
LIFEPAK® 12	VLP12-02-002940	14264234	14	7/1/2009	6/30/2013	4
LIFEPAK® 12	VLP12-02-002379	13580701	15	7/1/2009	6/30/2013	4
LIFEPAK® 12	VLP12-02-000023	8507975	16	7/1/2009	6/30/2013	4
LIFEPAK® 12	VLP12-02-001516	13156701	17	7/1/2009	6/30/2013	4
LIFEPAK® 12	VLP12-02-000689	12091723	18	7/1/2009	6/30/2013	4
LIFEPAK® 12	VLP12-02-000023	10959965	19	7/1/2009	6/30/2013	4
LIFEPAK® 12	UVLP12029007	12559533	20	7/1/2009	6/30/2013	4
LIFEPAK® 12	VLP12-02-000291	11733258	21	7/1/2009	6/30/2013	4
LIFEPAK® 12	VLP12-02-001516	13156700	22	7/1/2009	6/30/2013	4
LIFEPAK® 12	VLP12-02-000023	8507978	23	7/1/2009	6/30/2013	4
LIFEPAK® 12	VLP12-02-000023	8508035	24	7/1/2009	6/30/2013	4
LIFEPAK® 12	VLP12-02-000023	8507981	25	7/1/2009	6/30/2013	4
LIFEPAK® 12	VLP12-02-000023	8507979	26	7/1/2009	6/30/2013	4
LIFEPAK® 12	VLP12-02-007217	36213541	46	7/1/2009	6/30/2013	4
LIFEPAK® 12	VLP12-02-007228	36238206	47	7/1/2009	6/30/2013	4

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	31130170	1	7/1/2009	6/30/2013	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31165578	2	7/1/2009	6/30/2013	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	8438674	3	7/1/2009	6/30/2013	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	8439408	4	7/1/2009	6/30/2013	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	8439410	5	7/1/2009	6/30/2013	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	8475440	6	7/1/2009	6/30/2013	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	8475450	7	7/1/2009	6/30/2013	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	11990572	8	7/1/2009	6/30/2013	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	12025029	9	7/1/2009	6/30/2013	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	13028535	10	7/1/2009	6/30/2013	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	10487148	11	7/1/2009	6/30/2013	0

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

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT

LIFEPAK® 10 DEFIBRILLATOR/MONITOR/PACEMAKER

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

Physio-Control® Battery Pak

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

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT

INSPECTION ONLY SERVICES

· If the customer requests that repairs be made as determined necessary by the Physio-Control Service Representative after completion of the inspection, such repairs will be made at Physio-Control's then current labor rate less 10%. Parts required for such repairs will be made available at 15% less than the then current list price for such parts.

· Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the service manual and to replace batteries that do not pass the conditions outlined under "Discarding/Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).

· If customer provides evidence that a Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years, 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 the maximum amount of Physio-Control Battery Paks as is specified on Schedule A, every two years (including prior Support Plan periods). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Physio-Control and must be returned at the time of exchange.

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

· Inspections are performed Monday thru Friday 9am to 5pm (excluding holidays)

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT

LIFEPAK® 12 (LP 12) Defibrillator/Monitor 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

When listed in Equipment Inventory, Schedule A, LP 12 Defibrillator/Monitor Includes:

AC Power Adapter
DC Power Adapter

LP 12 Defibrillator/Monitor Excludes:

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 FASTPAK®, FASTPAK 2, LIFEPAK SLA, and LIFEPAK NiCd Battery

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

Batteries replacement is available on a one-for-one basis, up to the number of devices listed in Equipment Inventory, Schedule A, upon the earlier of either (i) reported battery failure as determined by Customer's performance testing and evaluation in accordance with the LP 12 Operating Instructions section entitled Discarding/Recycling Batteries, or (ii) upon completion of the second year of use. Replacement Battery Pak shall be like for like, i.e. FASTPAK for FASTPAK, FASTPAK 2 for FASTPAK 2, etc. During the Term of this Agreement replacement shall occur no more than four times per two year period, notwithstanding prior Support Plans.

Battery replacement is dependent upon Customer's notice to Physio-Control of the existence of either of the conditions referenced in (i) and (ii) above. 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 replacement battery, the affected battery referenced above shall become the property of Physio-Control, and must be returned to Physio-Control for proper disposal. In the event that Physio-Control does not receive the affected battery referenced above, 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 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. Dependent upon availability of Customer software loading tool, and at Customer's request, Technical Services Representative shall provide Customer

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TECHNICAL SERVICE SUPPORT AGREEMENT

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. Dependent upon availability of Customer software loading tool, and at Customer's request, Technical Services Representative shall provide Customer access to software loading tool at no additional charge.

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.

LIFEPAK® 500 AED INSPECTION-ONLY WITH BATTERY OPTION

· This plan includes periodic inspections as described on Schedule A. If any repairs are requested by customer that are not otherwise covered by warranty then customer shall pay Physio-Control at its then current labor rate less 10%. Parts required for such repairs will be at 15% less than the then current list price for the parts.

· Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the service manual and to replace batteries that do not pass the conditions outlined under "Discarding/Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).

· If customer provides evidence that a Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years in the case of sealed lead acid batteries and 3 years in the case of lithium ion batteries, Physio-Control shall replace said Physio-Control Battery Pak (like for like) i.e. LIFEPAK 500 SLA for LIFEPAK 500 SLA or LIFEPAK 500 lithium ion for LIFEPAK 500 lithium ion, up to a maximum of 2 LIFEPAK 500 SLA Battery Paks every two years or up to a maximum of 1 LIFEPAK 500 lithium ion Battery Pak every 3 years (including prior Support Plan periods) per LIFEPAK® 500 automatic advisory defibrillator (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Physio-Control and must be returned at the time of exchange.

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

· Inspections are performed Monday thru Friday 9am to 5pm (excluding holidays)

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT

LIFEPAK® 1000 AED INSPECTION-ONLY WITH BATTERY OPTION

- This plan includes periodic inspections as described on Schedule A. If any repairs are requested by customer that are not otherwise covered by warranty then customer shall pay Physio-Control at its then current labor rate less 10%. Parts required for such repairs will be at 15% less than the then current list price for the parts.
- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the service manual and to replace batteries that do not pass the conditions outlined under "Discarding/Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).
- If customer provides evidence that a Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years in the case of sealed lead acid batteries and 3 years in the case of lithium ion batteries, Physio-Control shall replace said Physio-Control Battery Pak (like for like) i.e. FASTPAK for FASTPAK, FASTPAK2 for FASTPAK2, LIFEPAK SLA for LIFEPAK SLA, or LIFEPAK NiCd for LIFEPAK NiCd, up to a maximum of 2 Physio-Control SLA Battery Paks every two years or up to a maximum of 1 Physio-Control lithium ion Battery Pak every 3 years (including prior Support Plan periods) per LIFEPAK® 1000 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.
- Inspections are performed Monday thru Friday 8am to 5pm (excluding holidays).