



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	04/12/2010
Department:	Purchasing
Department Head	Mike Ryan
Agenda Coordinator (include phone #): Glenna Hayes x 7539	

CAPTION

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions for the purchase of Lifepak defibrillators and related accessories from Physio-Control, Inc. in an amount not to exceed Three Hundred Twenty Nine Thousand Eight Hundred Forty Dollars (\$329,840), and technical support service agreement for a five (5) year bundled term in an amount of Fifty Thousand Nine Hundred Dollars (\$50,900), for use in the City's emergency services vehicles; authorizing the execution of any and all documents by the City Manager or his designee; and providing an effective date..

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009-10, 2010-11, 2011-12, 2012-13, 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	340,020	40,720	380,740
Encumbered/Expended Amount	0	0	0	0
This Item	0	-340,020	-40,720	-380,740
BALANCE	0	0	0	0

FUND(S): FIRE EQUIPMENT REPLACEMENT FUND (903), GENERAL FUND (552)

COMMENTS: Funds are included in the 2009-10 Fire Operating and Fire ERF Budgets for the replacement purchase of (10) Lifepak 15 units, \$295,120; first year annual technical support and service, \$10,180; and the initial supply expenditure, \$34,720. Future expenditures for the Lifepak 15 service agreement are \$10,180 per year for a (4) year period, \$40,720.

STRATEGIC PLAN GOAL: Periodic replacements of equipment for City emergency services vehicles relate to the City's Goals of "Great Neighborhoods - 1st Choice to Live" and "Financially Strong City with Service Excellence".

SUMMARY OF ITEM

Staff recommends the approval of the terms and conditions with Physio-Control, Inc. for the one time purchase of Lifepak 15 defibrillators (\$295,120) and related accessories (\$34,720), and technical support service agreement for a five (5) year term in the bundled amount of \$50,900 payable in annual installments of \$10,180. This purchase is considered necessary to preserve or protect the public health or safety of the municipality's residents, falling under section 252.022(a)(2) of the Local Government Code general exemptions from the bid requirements



**CITY OF PLANO
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List of Supporting Documents: Resolution, Department Memo, Quotes		Other Departments, Boards, Commissions or Agencies



MEMORANDUM

From the Office of the Fire Chief

Date: February 11, 2010 (Revised March 8, 2010)
To: Bruce Glasscock, Deputy City Manager
From: Hugo R. Esparza, Fire Chief
Subject: Recommendation for the Purchase of Lifepak 15 Monitor/Defibrillators

Introduction and Recommendation:

The Fire Department needs to upgrade the monitor/defibrillators on its ambulances and replace the monitor/defibrillators currently assigned to its fire trucks. The monitor/defibrillators are used to analyze and treat a patient's heart rhythm, as well as deliver life-saving electrical therapy in critical medical situations. The monitor/defibrillators on the fire trucks are over 15 years old and will no longer be supported by the manufacturer after this year.

The Fire Department anticipates the need to replace capital equipment such as monitor/defibrillators by securing funds in the City's Equipment replacement Fund (ERF). To help conserve funds, the Fire Department recommends replacing the monitor/defibrillators on the fire trucks with those that are currently assigned to ambulances, and, consequently, purchase new monitor/defibrillators for the ambulances. The Department requests to purchase ten new Physio Control Lifepak 15 monitor/defibrillators, one for each of the Fire Department's ten ambulances.

The Fire Department has used Physio Control monitor/defibrillators for over 25 years. The decision as to which monitor/defibrillator to purchase has been historically based on the Fire Department EMS Medical Director's treatment specifications. The EMS Medical Director, Dr. Mark Gamber, has recommended and prescribed the Lifepak 15 monitor/defibrillator device with the following unique combination of functional specifications:

1. Ability to provide energy setting from 2 Joules (a unit of electrical energy) to 360 Joules of biphasic energy
2. A pacemaker function
3. A pulse oximetry function
4. A carbon monoxide function
5. A methemoglobin detection function
6. An end tidal CO₂ monitoring function

- 7. A non-invasive blood pressure monitoring function
- 8. A vital sign trending function
- 9. Ability to display-and record the heart rhythm
- 10. Ability to record diagnostic quality 12-lead ECG
- 11. Capability to transmit the diagnostic 12-lead ECG to a Lifenet STEMI (a particularly serious type of heart attack) Management Receiving Station

Cost and Benefits:

The Fire Department is working with the Purchasing Department to purchase these goods and services pursuant to the Texas Local Government Code 252.022, under the general exemptions allowing for procurement necessary to preserve or protect the public health or safety of the municipality's residents. The following costs are associated with this purchase:

Item	Cost		Budget Code
Lifepak 15 and Battery Chargers - 10/ea	\$295,120.00	1x buy	903-8416 *
Accessories/consumables	\$34,720.00	initial buy	552-6211 **
Wireless modems - 10/ea	\$4,870.00	1x buy	552-6252 ***
Lifepak 15 Technical Service Support Agreement	\$10,180.00	annually +	552-6313
Server Subscription (Physio Control) \$48.00 X 10	\$480.00	annually ‡	552-6312 ***
Carrier Service (AT&T) \$10.35 per/mo X 10 X 12 mo	\$1,242.00	annually ‡	552-6312 ***
TOTAL EXPENDITURE	\$346,612.00		

- + \$50,900.00 for a 5 year technical service support agreement; payable in five equally divided annual installments of \$10,180 funded each year in the FD operating budget.
- ‡ \$1,722.00/yr in ongoing carrier and server subscription
- * Fire Equipment Replacement Fund (ERF)
- ** Operating Budget - EMS Supply
- *** Funded Supplement 552012

1. The Lifepak 15 and Lifenet STEMI Management Solution will allow our Fire Department EMS crews to more quickly alert Plano hospitals of a suspected heart attack. Presently, the Lifepak 12 transmits the ECG (patient's heart rhythm) through a cell phone to The Medical Center of Plano (TMCP), where it can then be forwarded to the other receiving hospitals. The current process is time consuming and creates unnecessary delays. The future system will simultaneously send the patient's ECG via the internet directly from the field to the base station physician, receiving hospital, cath lab, and the interventional cardiologist's PDA or smart phone.

2. Plano hospitals will be able to more quickly mobilize the treatment facilities and teams necessary to treat a heart attack. The quicker the team can be mobilized, the sooner an oxygen-deprived heart can be reperfused – saving lives and preventing other secondary debilitating heart conditions.
3. Fire Department personnel are already familiar with the Lifepak 15 layout and design. Standardizing the monitor/defibrillator devices carried on Fire Department apparatus allows personnel to provide safer, more efficient and effective pre-hospital care.
4. The training and transitioning costs associated with purchasing a new monitor/defibrillator device will be minimal since Fire Department personnel are already accustomed to using the Lifepak 12, a product that is very similar to the Lifepak 15.

Note: TMCP has acquired and installed the Lifenet STEMI Management Solution. Baylor Heart Hospital and Texas Health Presbyterian Hospital Plano have verbally indicated that they also intend to purchase and install this Physio Control equipment at their respective facilities so they can receive timely information from Fire Department medics in the field.

Conclusion:

If the Fire Department is able to complete the Lifepak 15 purchase, Plano's PCI hospitals (hospitals with special capabilities for treating a heart attack) will be able to utilize the STEMI network, and, consequently, citizens suffering a heart attack will receive the most timely care for a STEMI. The time it takes to restore blood flow to the heart and prevent or minimize permanent damage to the heart muscle is measured in minutes and seconds. The Lifepak 15 and STEMI network are teamed up to help reduce this time to reperfusion – saving lives, minimizing the adverse effects of a heart attack, and returning citizens to their families and community sooner and with less costly, long-term disability.

The total amount of this agenda item will be \$340,020 (hardware, service and supplies).

Please let me know if you have any questions. Thank you.

ec: Jimmy Dickerson, Assistant Chief-EMS/Training Division
Martin Wade, Battalion Chief-EMS Section
Ken Klein, Captain-EMS Section

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions for the purchase of Lifepak defibrillators and related accessories from Physio-Control, Inc. in an amount not to exceed Three Hundred Twenty Nine Thousand Eight Hundred Forty Dollars (\$329,840), and technical support service agreement for a five (5) year bundled term in an amount of Fifty Thousand Nine Hundred Dollars (\$50,900), for use in the City's emergency services vehicles; authorizing the execution of any and all documents by the City Manager or his designee; and providing an effective date.

WHEREAS, the Fire Department has identified a need to purchase new Lifepak 15 defibrillators and related services to replace the existing defibrillators that will no longer be supported by the manufacturer; and

WHEREAS, procuring life-saving medical devices is critical to providing effective emergency medical services to the public; and

WHEREAS, the purchase of the Lifepak 15 defibrillators and related services and accessories is necessary to preserve and protect the public health and safety and is exempt from competitive bidding pursuant to Section 252.022(a)(2) of the Local Government Code; and

WHEREAS, the City Council has been presented terms and conditions from Physio Control Inc. for the purchase of Likepak defibrillators, technical service support and related accessories, substantial copies of which are attached hereto as Exhibit "A" and Exhibit "B", and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the terms and conditions and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions should be approved, and the City Manager or his designee shall be authorized to execute any and all documents necessary to purchase Likepak defibrillators and related services and accessories on behalf of the City of Plano.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The City Council hereby approves the terms and conditions for the purchase of Lifepak defibrillators and related accessories from Physio-Control, Inc. in an amount not to exceed **Three Hundred Twenty Nine Thousand Eight Hundred Forty Dollars (\$329,840)**, and technical support service agreement for a five (5) year bundled term in an amount of **Fifty Thousand Nine Hundred Dollars (\$50,900)**, for use in the City's emergency services vehicles; authorizing the execution of any and all documents by the City Manager or his designee; and providing an effective date.

Section II. The City Council hereby finds and determines that the purchase of Lifepak 15 defibrillators and related services and accessories is necessary to preserve and protect the public health and safety and is exempt from competitive bidding pursuant to Section 252.022(a)(2) of the Local Government Code.

Section III. The City Council hereby authorizes the City Manager or his designee to execute any and all documents in connection with the above expenditure.

Section IV. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 12th day of April, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

RES-APPROVAL



Physio-Control, Inc.
 11811 Willows Road NE
 P.O. Box 97023
 Redmond, WA 98073-9723 U.S.A
 www.physio-control.com
 www.medtronic.com
 tel 800.442.1142
 fax 800.732.0956

To: Ken Klein
 Plano Fire Rescue
 1901 Ave "K"
 Plano, TX 75074
 Phone: (972) 941-7158
 Fax: (972) 941-7291
 kenk@plano.gov

Quote#: 1-144325580
Rev#: 5
Quote Date: 03/11/2010
Sales Consultant: Elizabeth Roberts
 800-442-1142 x 72438
FOB: Redmond, WA

Terms: Net 30, all quotes subject to credit approval and the following terms & conditions

Contract: ROC

Exp Date: 05/10/2010

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99577-000056 - LP15 MONITOR/DEFIB, CPR, Pace, to 360J, SPO2/CO/MetHb, 12L GL, NIBP, CO2, Trend	10	\$35,395.00	\$7,079.00	\$0.00	\$28,316.00	\$283,160.00
2	41577-000007 - LP15 SHIP KIT	10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	11996-000091 - EDGE SYSTEM ELECTRODES WITH QUIK-COMBO CONNECTOR ACCESSORY 11996-000091OEM ELCTD 14 LANG	20	\$37.00	\$37.00	\$0.00	\$0.00	\$0.00
4	11998-000022 - TEST LOAD ACCESSORY 11998-000022 LP12 TEST LOAD	10	\$84.00	\$84.00	\$0.00	\$0.00	\$0.00
5	11577-000004 - STATION BATTERY CHARGER AC OPERATION FOR STATIONARY APPLICATIONS, FOR USE WITH THE LI-ION 5.7 AMP BATTERY. INCLUDES AC POWER CORD, MOUNTING BRACKET AND OPERATING INSTRUCTIONS	10	\$1,495.00	\$299.00	\$0.00	\$1,196.00	\$11,960.00
6	21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	60	\$379.00	\$75.80	\$0.00	\$303.20	\$18,192.00
7	11577-000002 - KIT - CARRY BAG, MAIN BAG ACCESSORY 11577-000002 LP15 KIT CRY BAG	10	\$250.00	\$50.00	\$0.00	\$200.00	\$2,000.00
8	11260-000039 - KIT - CARRY BAG, REAR POUCH KIT - CARRY BAG, REAR POUCH	10	\$65.00	\$13.00	\$0.00	\$52.00	\$520.00
9	11577-000001 - KIT - CARRY BAG, SHOULDER STRAP ACCESSORY 11577-000001 LP15 KIT CRY BAG	10	\$28.00	\$28.00	\$0.00	\$0.00	\$0.00
10	11996-000323 - MASIMO SET RED LNCS PATIENT CABLE - 4 FEET RED LNC-04,PATIENT CABLE,4FT,REF 2055	10	\$147.00	\$29.40	\$0.00	\$117.60	\$1,176.00
11	11171-000032 - RAINBOW DCI-DC8,ADULT REUSE SENSOR,8FT,REF 2407 RAINBOW DCI-DC8,ADULT REUSE SENSOR,8FT,REF 2407	10	\$695.00	\$139.00	\$0.00	\$556.00	\$5,560.00

Quote#: 1-144325580
 Rev#: 5
 Quote Date: 03/11/2010

Quote Products (continued)

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
12	11171-000033 - RAINBOW DCIP-DC8,PED REUSE SENSOR,8FT,REF 2640 RAINBOW DCIP-DC8,PED REUSE SENSOR,8FT,REF 2640	10	\$795.00	\$159.00	\$0.00	\$636.00	\$6,360.00
13	11996-000020 - Infant Cuff, 6x18cm Reusable	10	\$18.00	\$3.60	\$0.00	\$14.40	\$144.00
14	11996-000021 - Small Child Cuff, 7x21cm Reusable	10	\$21.00	\$4.20	\$0.00	\$16.80	\$168.00
15	11996-000022 - Child Cuff (Pediatric), 9x27cm Reusable	10	\$21.00	\$4.20	\$0.00	\$16.80	\$168.00
16	11996-000023 - SMALL ADULT CUFF, 12X30CM REUSABLE ACCESSORY 11996-000023 OEM LP12	10	\$25.00	\$5.00	\$0.00	\$20.00	\$200.00
17	11996-000025 - Large Adult Cuff, 16x42cm Reusable	10	\$29.00	\$5.80	\$0.00	\$23.20	\$232.00

GRAND TOTAL \$329,840.00

Pricing Summary Totals

List Price:	\$414,160.00
ROC Contract Discount:	-\$82,869.00
Cash Discounts:	-\$1,451.00

GRAND TOTAL FOR THIS QUOTE \$329,840.00

**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER
TO: # 800-732-0956, ATTN: REP SUPPORT "Ask your sales representative how to get 25% or more off
list price on your LIFEPAK disposables by signing up for a disposables agreement"**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN
VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS
REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE
APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS
AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE
WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO
THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Ref. Code: JE//1-27PC82

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
PHYSIO-CONTROL, INC.

ITEMS LISTED ABOVE AT NO CHARGE ARE INCLUDED AS PART OF A PACKAGE DISCOUNT THAT INVOLVES THE PURCHASE OF A
BUNDLE OF ITEMS. CUSTOMER IS SOLELY RESPONSIBLE FOR APPROPRIATELY ALLOCATING THE DISCOUNT EXTENDED ON
THE BUNDLE WHEN FULFILLING ANY REPORTING OBLIGATIONS IT MIGHT HAVE.

**PRICES INDICATED ON THIS QUOTE ARE OFFERED SOLELY TO COMMITTED ROC STUDY PARTICIPANTS PENDING
AGREEMENTS TO, AND FULFILLMENT OF, THE ROC PARTICIPANT CONTRACT TERMS AND CONDITIONS.**

EXHIBIT A
PAGE 3 OF 6

Updated TERMS OF SALE for Plano, TX Quote # 1-144325580

Terms of Sale have been negotiated by and between The City of Plano, TX ("Buyer") and Physio-Control, Inc. ("Contractor")

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. 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 Physio-Control, Inc. received a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department, P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

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

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

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

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns excluding defects or mis-shipments.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB destination, with freight charges prepaid and added. 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 Buyer, Physio-Control, Inc. will obtain transportation on Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. 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, terrorist acts, delays in manufacture, obtaining any required license or permit and Physio-Control, Inc.'s inability to obtain goods from its usual sources. Any such delay shall not be considered a breach by Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections

Claims by the buyer for damage to or shortages of goods delivered shall be made within thirty (30) DAYS AFTER SHIPMENT BY PROVIDING Physio-Control, Inc. with written notice of any deficiency.

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied, and the remedies provided under such warranty shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. 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, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

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

Miscellaneous

- a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America.
- b) Through the purchase of Physio-Control, Inc. products, the Buyer 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 Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.
- c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state of Texas, United States of America.

Terms of Sale for Quote 1-144325580

As negotiated by The City of Plano, TX and Physio-Control, Inc.

March 2010

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EXHIBIT A
PAGE 4 OF 6

INDEMNIFICATION

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUBSUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

AFFIDAVIT OF PROHIBITED INTEREST

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit " A "**.



TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:
End User # 07173101
CITY OF PLANO FIRE DEPT
FIRE ADMINISTRATION
1901 AVENUE K
PLANO, TX 75074

Bill To # 00397801
CITY OF PLANO
PO BOX 860358
PLANO, TX 75086

This Technical Service Support Agreement begins on 5/1/2010 and expires on 4/30/2015.

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 \$50,900.00 per term, payable in Annual installments. Contractor ("Physio-Control, Inc") recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provision. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder, *other than to pay for service previously rendered.*

Special Terms

*This agreement also provides repair coverage on (10) Lifepak 15 Battery Charging Stations.
10% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES

Accepted: Physio-Control, Inc.

Customer: _____ City of Plano Fire Dept _____

By: _____

By: _____

Title: _____

Print: _____

Date: _____

Title: _____

Date: _____

Purchase Order Number: _____

Territory Rep: WECC56
Radford, Mark
Phone: 800-442-1142 x2848
FAX: 800-772-3340

Customer Contact:
KEN KLEIN
Phone: 972-816-8180
FAX:

Reference Number: C56-1671
Printed: 4/1/2010

New
Page 1 of 10

EXHIBIT B
PAGE 1 OF 10

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%. Physio-Control will attempt to return all service calls within 2 hours and have a resolution within 24 hours. That resolution could be either a repaired device or loaner until Customer's device is repaired. It could also mean that Physio-Control contacted Customer and set up a time to do the repair.

PAYMENT

The cost of services performed by Physio-Control shall be payable by Customer with the Texas Prompt Payment Act. 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.

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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

Customer may terminate this Technical Service Support Agreement at any time upon thirty (30) days prior written notice to Physio-Control. 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. In the case of pre-payments, Physio-Control will reimburse the customer on a pro-rated basis any payment that corresponds to the unused period of the service year.

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 Mark Radford, who is 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.

INSURANCE

Physio-Control shall procure and maintain, for the duration of the contract, insurance coverage as set forth in the Insurance Requirements marked "Schedule C" attached hereto and incorporated herein by reference. Physio-Control shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this contract.

AFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Schedule D**.

INDEMNIFICATION

The contractor agrees to defend, indemnify and hold the city and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage or other harm or violations for which the recovery of damages, fines, or penalties is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the contractor is legally responsible in the performance of this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the city, and its officers, agents, employees or separate contractors. The city does not waive any governmental immunity or other defenses available to it under Texas or Federal Law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor at its own expense is expressly required to defend city against all such claims. City reserves the right to provide a portion or all of it's own defense; however, city is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to indemnify city pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that the City is invoking its right to indemnification under this agreement. If contractor fails to retain counsel within the required time period, city shall have the right to retain defense counsel on its own behalf and contractor shall be liable for all costs incurred by the City.

.....
.....END.....

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

Contract Number:

Servicing Rep: Radford, Mark, WECC56
 District: SOUTHWEST
 Phone: 800-442-1142 x2848
 FAX: 800-772-3340

Equipment Location: CITY OF PLANO FIRE DEPT, 07173101
 FIRE ADMINISTRATION
 1901 AVENUE K
 PLANO, TX 75074

Scope Of Service POS LP15 5 Year On Site Repair and 1 Insp per Year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 15	V15-2-000052	38166465	1	5/1/2010	4/30/2015	5
LIFEPAK® 15	V15-2-000052	38166627	2	5/1/2010	4/30/2015	5
LIFEPAK® 15	V15-2-000052	38166682	3	5/1/2010	4/30/2015	5
LIFEPAK® 15	V15-2-000051	38200473	4	5/1/2010	4/30/2015	5
LIFEPAK® 15	V15-2-000051	38205404	5	5/1/2010	4/30/2015	5
LIFEPAK® 15	V15-2-000051	38205407	6	5/1/2010	4/30/2015	5
LIFEPAK® 15	V15-2-000051	38205409	7	5/1/2010	4/30/2015	5
LIFEPAK® 15	V15-2-000042	38341856	8	5/1/2010	4/30/2015	5
LIFEPAK® 15	V15-2-000042	38341857	9	5/1/2010	4/30/2015	5
LIFEPAK® 15	V15-2-000052	38166465	10	5/1/2010	4/30/2015	5

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

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

LIFEPAK® 15 (LP 15) Defibrillator/Monitor Includes:

Standard detachable hard paddle repairs

LP15 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 15 Defibrillator/Monitor Includes:

Power Adapter

LP 15 Defibrillator/Monitor Excludes:

Internal, sterilizable and pediatric paddles

Communications cables

Therapy cables

Patient cables

SpO2 sensors

Case changes

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

Physio-Control LIFEPAK® 15 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 15 Series Operating Instructions section entitled Discarding/Recycling Batteries.

Battery 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 15 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. Li-ion Battery for Li-ion Battery. During the Term of this Agreement replacement shall occur no more than three 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® 15 Software Updates

If combined Repair and Inspection services are designated for LP 15 units listed in Schedule A, a Physio-Control Technical Services Representative will install LP 15 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 a 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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PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

access to software loading tool at no additional charge.

If Repair-Only services are designated for LP 15 units listed in Schedule A, a Physio-Control Technical Services Representative will install a LP 15 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.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/23/2010

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1600 Minneapolis, MN 55402-2400	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
43840 -MEDTR-GAWAI-09/10	INSURERS AFFORDING COVERAGE	NAIC #
INSURED MEDTRONIC, INC. 710 MEDTRONIC PARKWAY M.S. LC310 MINNEAPOLIS, MN 55432-5604	INSURER A: ACE American Insurance Company	22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	HDC G24930786	05/01/2009	05/01/2010	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPIOP AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ISA H08577419	05/01/2009	05/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WLR C45697502 (AOS) SCF C4 5897514 (WI) WLR C45697526 (MO, NC, NE, OK) SCF C45697538 (NJ)	05/01/2009 05/01/2009 05/01/2009 05/01/2009	05/01/2010 05/01/2010 05/01/2010 05/01/2010	<input checked="" type="checkbox"/> WC STATUS-LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Additional Insured status applies only if it is reflected in your written contract. Medtronic includes but is not limited to the following entities: Physio-Control, Inc., Medtronic Sofamor Danek, Inc., Medtronic Spine, LLC (including former Kyphon, Inc) and Minimed Distribution Corporation.

CERTIFICATE HOLDER CHI-002810219-01 City of Plano, Texas Attn: Ken Klein 1901 Avenue K Plano, TX	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Mary Radaszewski <i>Mary Radaszewski</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Acord 25 (2009/01)

ADDITIONAL INFORMATION		CHI-002810219-01	DATE (MM/DD/YY) 03/23/2010
PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1600 Minneapolis, MN 55402-2400			
43840 -MEDTR-GAWAL-09/10		INSURERS AFFORDING COVERAGE	NAIC #
INSURED MEDTRONIC, INC. 710 MEDTRONIC PARKWAY M.S. LC310 MINNEAPOLIS, MN 55432-5604		INSURER F:	
		INSURER G:	
		INSURER H:	
		INSURER I:	

TEXT

CITY OF PLANO IS INCLUDED AS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

City of Plano, Texas Attn: Ken Klein 1901 Avenue K Plano, TX	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Mary Radaszawski <i>Mary Radaszawski</i>
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