

# SERVICE CONTRACT

---

**THIS AGREEMENT** is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the **CITY OF POMPAÑO BEACH**, hereinafter referred to as ("**City**") and **PHYSIO-CONTROL, INC.**, a foreign corporation authorized to do business in Florida hereinafter referred to as ("**Contractor**").

**WHEREAS**, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

**WHEREAS**, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Service Plan Quote 00167138; Exhibit "B" General Terms for all Products, Services and Subscriptions; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "B" General Terms for all Products, Services and Subscriptions), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of four (4) years beginning on May 1, 2019.

5. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "B" for the term of the contract.

6. Payment. City shall pay Contractor in accordance with the payment terms set forth in the General Terms for all Products, Services and Subscriptions.

7. Invoices. Contractor shall submit the invoices to City.

8. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A and "B"" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

9. Termination. This Agreement may be terminated without cause by either party upon sixty (60) days written notice to the other party in accordance with Exhibit "B".

10. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

11. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.



**"CONTRACTOR"**

Physio-Control, Inc,

Witnesses:

Jennifer Stawski  
Jennifer Stawski

(Print or Type Name)

Ryan Garcia  
Ryan Garcia  
(Print or Type Name)

By: [Signature]

Print Name: Marcie Stoezel

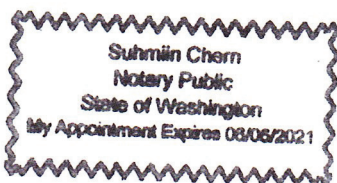
Title: Service Contracts Supervisor

STATE OF Washington

COUNTY OF King

The foregoing instrument was acknowledged before me this 6th day of May, 2019, by Marcie Stoezel as Service Contract Supervisor of Physio-Control, Inc., a foreign corporation authorized to do business in Washington on behalf of the corporation. He or she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF WASHINGTON

Suhmin Chern, Bid & Proposal Specialist  
(Name of Acknowledger Typed, Printed or Stamped) Notary Public

193437  
Commission Number

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

\_\_\_\_\_

By: \_\_\_\_\_  
REX HARDIN, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number