

Resolution #08-00806-07

Authorizing the Fire Department to purchase an Automatic External Defibrillator using Ohio Department of Public Safety grant funds

Whereas, Liberty Township Fire Department budget has been submitted to the Board of Trustees, and

Whereas, a recent grant award from the Ohio Department of Public Safety has made additional funds available to purchase advanced lifesaving equipment as outlined in the attached quotation, and

Whereas, the Fire Chief and his staff have reviewed the options and recommend the attached outlay for the fire department,

Now, therefore Be it Resolved, by the Liberty Township Board of Trustees, Delaware County that the Fire Department is authorized to purchase an Automatic External Defibrillator (Lifepak 1000) for \$2,768.50 to be reimbursed from the \$3500 grant awarded by the State of Ohio from Medtronic of _____ Ohio using funds from the Fire Department fund/account 2191-220-490.

This Resolution shall be in force and become effective immediately upon its execution.

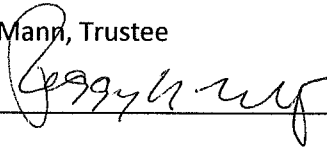
8.6.08

Date



Curtis J. Sybert, Trustee

Robert Mann, Trustee



Peggy Guzzo, Trustee

APPROVED:



Mark Gerber, Fiscal Officer

LIBERTY TOWNSHIP

FIRE CHIEF

John Bernans, Jr.
Office: 740/881-4467

FIRE DEPARTMENT

7761 N. Liberty Road
Powell, Ohio 43065

ASSISTANT CHIEF

Timothy R. Jensen
Office: 740/881-5014

July 31, 2008

Dear Chief,

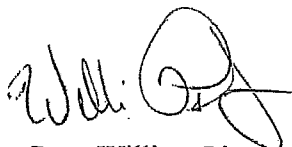
Recently we received noticed that Liberty Township was given a grant of 3,500.00 through the Ohio Department of Public Safety. This money can be used for almost any type of EMS equipment and or training. I am requesting that we spend the majority of the money on an AED (Lifepak 1000). This device will be compatible with the EKG monitors at Liberty Twp, mutual aid departments, and the area hospitals within our region. Since this is the case, looking elsewhere like Zoll or Welch Allen does not make sense because they are incompatible to our operations.

This device is an Automatic External Defibrillator, the number one thing that will save someone from cardiac arrest. Other features that fit in perfectly with Liberty Township's EMS operations are: Manual override for defibrillation, on screen rhythm identification, pediatric monitoring capabilities, and most of all is cost. The monitors that we use today on the first responder vehicle (Engine 322 and Ladder 321) cost over \$11,000 to replace.

This device would be placed on my vehicle (EMS 321). Since taking on the challenge as a 40hour EMS coordinator, I have developed the position to offer three basic roles. The first role is to be a supporting role to the management of the fire department and the township as a whole. The second role is to provide leadership to the firefighters by providing excellent education, up to date equipment, and a vision to take EMS into the future. The third and most important role is to augment the firefighters in the ability to provide a response to any and all emergencies. Purchasing this device will allow EMS 321 to provide another level of response. Since taking on this position, I have found myself on scene of an emergency 28 times prior to the arrival of a first responder or a medic unit. Being on scene first means that I should have the capabilities to provide life saving procedures (defibrillation). So, with that said I am asking to use 2,768.50 of the 3,500.00 awarded to us by the Station of Ohio.

NOTE: This grant is purchase first, and then gets reimbursed. This is the first time the State of Ohio has required this type of purchase.

Respectfully submitted,



Capt. William Piwtorak
EMS Coordinator

FAX: 740/881-5431

E-Mail: chiefbernans@libertytwp.org

Web Site: www.libertytwp.org



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 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: Bill Piwtorak
 Liberty Township Fire Department
 7761 Liberty Rd
 POWELL, OH 43065
 Phone: (740) 881-5014
 Fax: (740) 881-4354
 bpiwtorak@libertytwp.org

Quote#: 1-120712511
Rev#: 2
Quote Date: 07/24/2008
Sales Consultant: Linda Cleaves
 800-442-1142 x 72587
FOB: Destination
Terms: Net 30, all quotes subject to credit approval and the following terms & conditions

KIT #4

Contract: State of OH #7765200508

Exp Date: 90 days after resumption of U.S. shipments.

Line	Catalog # / Description	Qty	List Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99425-000025 - LIFEPAK 1000 ECG Display only, AHA 2005 Standard Setup Includes LIFEPAK 1000 Biphasic AED with ECG Display, Ship Kit, one basic carrying case, one LiMnO2 battery and two pair of Edge System electrodes with QUIK-COMBO connector and REDI-PAK preconnect system (Catalog number used in Kit # 3, # 4, # 5 and # 6) Features: Catalog numbers in this Medtronic ERS quote are subject to change and therefore do not reflect the final catalog numbers that will be associated with the LIFEPAK 1000 defibrillator shipped to you pursuant to this quote. The final catalog numbers assigned to the LIFEPAK 1000 defibrillator quoted above will reflect a device that may include additional or enhanced features. Changes in final catalog numbers will not increase the price of the LIFEPAK 1000 defibrillators quoted above. Upon customer request, an amended quote with final catalog numbers will be sent to you. The amended quote will not change the prices quoted above.	1	\$3,145.00	\$961.00	\$0.00	\$2,184.00	\$2,184.00
2	41425-000001 - SHIP KIT-LITERATURE, ENG, LP 1000	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	11425-000007 - LP1000 Complete soft shell carrying case	1	\$149.00	\$149.00	\$0.00	\$0.00	\$0.00
4	11425-000002 - LP1000 Shoulder Strap for soft shell carrying case	1	\$35.00	\$35.00	\$0.00	\$0.00	\$0.00
5	11141-000101 - ASSEMBLY - BATTERY, PRIMARY, 5/4C CELL, LiMnO2, LP1000	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	11996-000017 - QUIK-COMBO w/REDI-PAK Electrodes Edge System electrode with REDI-PAK preconnect system. Price per pair.	2	\$42.00	\$42.00	\$0.00	\$0.00	\$0.00
7	11101-000017 - Infant/Child Reduced Energy Defibrillation Electrode Starter Kit for use only with LIFEPAK 500 Biphasic with pink connector or LIFEPAK CR Plus AEDs	1	\$139.00	\$34.00	\$0.00	\$105.00	\$105.00

Quote#: 1-120712511
 Rev#: 2
 Quote Date: 07/24/2008

Quote Products (continued)

Line	Catalog # / Description	Qty	List Price	Unit Disc	Trade-In	Unit Price	Ext Total
8	11111-000016 - CABLE ASSEMBLY-3 LEAD ECG, LIFEPAK 1000	1	\$200.00	\$44.00	\$0.00	\$156.00	\$156.00
9	11425-000001 - Accessory pouch for 3-wire cable and/or other accessories	1	\$50.00	\$1.50	\$0.00	\$48.50	\$48.50
10	RF999-001006 - POS LP1000 1 On-Site Inspection with 1Lithium Battery Replacement, 1 year	1	\$275.00	\$0.00	\$0.00	\$275.00	\$275.00
11	50999-000117 - ZONE TRAVEL CHARGE: ZONE 1	1	\$120.00	\$120.00	\$0.00	\$0.00	\$0.00

SUB TOTAL \$2,768.50
 ESTIMATED TAX \$0.00
 ESTIMATED SHIPPING & HANDLING \$0.00
GRAND TOTAL \$2,768.50

Pricing Summary Totals

List Price: \$4,197.00
 State of OH #7765200508 Contract Discount: -\$1,044.07
 Cash Discounts: -\$384.43

GRAND TOTAL FOR THIS QUOTE \$2,768.50

TO PLACE AND ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT

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 TO THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Ref. Code: JE/01307901/1-1ZVACT

Notes:

TAXES, SHIPPING AND HANDLING FEES ARE ESTIMATES ONLY AND ARE SUBJECT TO CHANGE AT THE TIME OF ORDER. SHIPPING AND HANDLING ESTIMATE APPLIES TO GROUND TRANSPORT ONLY.

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.

Until further notice, Physio-Control is limiting shipments of the following products: LIFEPAK® 12 defibrillator/monitor, LIFEPAK 20 defibrillator/monitor, LIFEPAK 500 defibrillators, LIFEPAK 1000 defibrillator and LIFENET® RS Receiving Station. In addition, Physio-Control has suspended shipments of LIFEPAK CR® Plus AED and LIFEPAK EXPRESS® AED and some upgrades until further notice. At this time, Physio-Control is not able to provide estimated delivery dates.

We are committed to providing customers with updated product and shipping information.

If you place an order based on this quote, when the products become available Physio-Control will contact you to confirm your order. At that time you may elect to (1) proceed with your order, (2) cancel all or part of your order (3) request a revised quote.

TERMS OF SALE

General Terms

Physio-Control, Inc. 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. receives 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 invoice date.

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.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the 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. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of 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. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc..

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 Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.