

SECOND AMENDMENT TO AGREEMENT WITH EMS TECHNOLOGY SOLUTIONS, LLC NO. 7794

THIS SECOND AMENDMENT (“Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and EMS TECHNOLOGY SOLUTIONS LLC, a Foreign for Profit Corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Parties previously entered into a Contractual Services Agreement dated November 30, 2011 Second Amendment to Agreement EMS Technology Solutions, identified by No. 7794 (the “Agreement”) for Ambutrak Inventory Management Software and support; and

WHEREAS, Parties previously entered into the First Amendment to the Agreement dated July 1, 2020, through which the County increased the number of user licenses, and

WHEREAS, the Parties desires to amend the Agreement to increase the number of user licenses and to do as otherwise provided herein.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

A. Amendment. Section #4, of the Agreement titled “Method of Payment” is amended in its entirety to read as follows:

4. Method of Payment. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

4.1 For the first year of this Amendment the Contractor shall be paid an amount of \$73,114.00 .00, consisting of a onetime cost for setup, training and hardware fees upon delivery of hardware and software of \$48,400.00 and the first year of license fees of \$24,714.00. The initial monthly service license fee is due within 30 clays of the software installation. Additional licenses may be ordered at the same rate within this agreement.

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4.2 Product and Services Costs

Equipment				
Description	Part Number	Quantity	Price	Total
Chainway Handheld RFID Reader Android OS11 (Includes: Power Supply, Cradle, Certified for use in USA and CANADA) - Requires RFID Data Service License	IQ10840	22	\$1,850.00	\$36,300.00
RFID Drug Safe - Retro-fit Kit (43" x 17" RFID Reader, Status Light, WiFi/Ethernet) - Requires RFID Data Service License	IQ10420	1	\$3,700.00	\$3,700.00
RFID Asset Maintenance - 8" x 8" Curve RFID Reader with Integrated Status Light, POE WiFi/Ethernet; Separate Subscription License Purchase Required	IQ10203	1	\$2,250.00	\$2,250.00
RFID Folding Inventory & Narcotics 1" Tracking Label (1000 Labels) - Green	IQ10261	10	\$255.00	\$2,550.00
Zebra ZD621R RFID 300DPI Label Printer / Encoder (USB/Ethernet) (ZD6A142-301FR1EZ)	IQ10676	2	\$1,800.00	\$3,600.00
Subtotal				\$48,400.00

Annual Service License				
Description	Part Number	Quantity	Price	Total
Inventory and Asset Management License	IQ10018	47	\$25.00	\$14,100.00
RFID Annual Data Service and Support License (Up to 25 Readers)	IQ10621	1	\$150.00	\$1,800.00
Inventory and Asset Management License	IQ10018	17	\$28.50	\$5,814.00
Narcotics Tracking Safe License – (Single Safe)	IQ10724	1	\$250.00	\$3,000.00
Subtotal				\$24,714.00

4.3 As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Service rendered, the date performed [and time expended, if billed by hour], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that,

upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Alachua County Fire Rescue
ATTN: Accounts Payable
Post Office Box 5038
Gainesville, FL 32627-5038

4.4 County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

4.5 If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.

4.6 The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

4.7 In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

B. Effective Date. This Amendment shall be effective upon execution by both Parties.

C. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____
Anna Prizzia, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

CONTRACTOR

By: Anthony Schmidt
Print: Anthony Schmidt
Title: Regional Account Manager
Date: 6/26/23

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.