

ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND ZOLL MEDICAL CORPORATION, NO. 14405

This Addendum (“Agreement”) entered into by and between Alachua County, a charter county and a political subdivision of the State of Florida (the “County” or “Customer”), and ZOLL MEDICAL CORPORATION (“ZOLL”) a corporation incorporated in the Commonwealth of Massachusetts and listed on the Division of Corporations official State of Florida website (sunbiz.org) as a Foreign for Profit Corporation, authorized to do business in the State of Florida. Collectively, the County and ZOLL are referred to herein as the “Parties” and individually, as appropriate, as a “Party.”

WHEREAS, the County has obtained Defibrillators and Monitors from ZOLL; and,

WHEREAS, the County now requires Extended Warranty and Preventative Maintenance for the Defibrillators and Monitors (the “Services”) from ZOLL; and,

WHEREAS, pursuant to Section 22.3-302(28) of the Alachua County Procurement Code, the procurement of the Services provided by ZOLL are exempt from the County’s competitive procurement process; and

WHEREAS, ZOLL now requires the execution of Expertcare Extended Warranty & Preventive Maintenance Contract (the “ZOLL Agreement”); and

WHEREAS, the Parties agree to the terms and conditions contained in ZOLL Agreement, except as modified herein, for ZOLL to provide Services to the County.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. The recitals set forth above are true, correct, and are incorporated into and made part of this Addendum.
2. The Parties agree to be bound by all terms and conditions of ZOLL Agreement attached and incorporated to this Agreement as **EXHIBIT 1**, except for the provisions added below:
 - a. Indemnification
 - i. ZOLL agrees to indemnify, defend, and hold harmless the County, its officers, and employees from and against any and all claims, actions, suits, proceedings, losses, liabilities, damages, costs, and expenses, including reasonable attorneys’ fees, arising out of or relating to third-party claims resulting directly from ZOLL’s gross negligence or willful misconduct in the performance of its obligations under this Agreement.
 - ii. The indemnity obligation under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of

limitations.

- iii. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of ZOLL's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the Parties.
 - iv. In any and all claims against the County or any of its agents or employees by any employee of ZOLL, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages.
 - v. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.
 - vi. Any of ZOLL's indemnity obligations under this Agreement shall be conditioned on the County (a) providing prompt notice to ZOLL of any such claim, (b) reasonably cooperate with ZOLL in the defense of any such claim and (c) grant to ZOLL sole control of the defense, negotiation and settlement of any such Claim. ZOLL will not be responsible for any settlement it has not approved in writing.
 - vii. Notwithstanding anything to the contrary herein, in no event shall ZOLL or any of its agents or assigns, be liable to any other party for special, consequential, exemplary, punitive, incidental or other indirect damages, losses, or expenses. This limitation applies to any liability, including liability arising in tort or contract, and even if ZOLL has been advised in advance or is aware of the possibility of that liability.
- b. Insurance. ZOLL will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "2"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required in **Exhibit "2"** shall be provided to the County and maintained in the Alachua County Risk Management Office.
 - c. Governing Law. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.
 - d. Notice. Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Consultants' and County's representatives are:
 - County:
Alachua County Fire Rescue

911 S.E. 5th ST
Gainesville, FL 32601

ZOLL Medical Corporation
Attn: Contracts Department
269 MILL RD
CHELMSFORD, MA 0182

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st Street and
Gainesville, FL 32602
ATTN: Finance and Accounting

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts/Grants

e. Project Records

i. General Provisions

- A. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public Records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes, or as otherwise provided by law.
- B. In accordance with §119.0701, Florida Statutes, ZOLL shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, and within thirty (30) days of ZOLL receiving such request, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, ZOLL shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. For the avoidance of doubt, ZOLL is not a records retention agency of the County and bears no responsibility for record retention requirements required of the County.
- C. The County shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if ZOLL does not transfer the records to the County.

ii. Confidential Information

- A. During the term of this Agreement, ZOLL may claim that some, or all of its information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as “Confidential Information”), is, or has been treated as confidential and proprietary by ZOLL in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. ZOLL shall clearly identify and mark Confidential Information as “Confidential Information” or “CI” and the County shall maintain the confidentiality of the information properly identified by ZOLL.
 - B. The County shall promptly notify ZOLL in writing of any request received by the County for disclosure of ZOLL’s Confidential Information and ZOLL may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. ZOLL shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. ZOLL shall investigate, handle, respond to, and defend, using counsel of its own choosing, at ZOLL’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. ZOLL shall pay for all costs and expenses related to such claim, including, but not limited to, payment of reasonable attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. ZOLL releases County from claims or damages related to any lawful disclosure by County.
- iii. Project Completion. Upon completion of, or in the event this Agreement is terminated, ZOLL shall transfer, at a cost, similar to those set forth in Chapter 119 of the Florida Statutes, to the County all public records in possession of ZOLL. If ZOLL transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ZOLL keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the industry standard information technology systems.

IF ZOLL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANTS’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL publicrecordsrequest@alachuacounty.us PHONE: (352) 264-6906 Address 12 SE 1st Street, Gainesville, FL 32601

3. This Agreement, when executed by both Parties, shall become binding on both Parties as an addendum and modification to the ZOLL Agreement. All other terms, conditions, and obligations set forth in the Agreement shall remain in full force and effect

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the date and year of last signature written below.

ALACHUA COUNTY, FLORIDA

By: _____

Charles Chestnut, IV, Chair
Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office
(SEAL)

Witness
By: Alexandria Page
Print: Alexandria Page
Title: Contracts Specialist

ZOLL Medical Corporation
Signed by:
By: Kurt Sandstrom
Print: Kurt Sandstrom
Title: VP/General Manager EMS
Date: 11/21/2024

IF THE CONSULTANT IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

EXHIBIT 1: ZOLL AGREEMENT



EXPERTCARE EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Alachua County Fire & Rescue (Customer # 141111)

ZOLL Medical Corporation

269 Mill Road
 Chelmsford, MA 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0022 Fax

Attn: Mark Shelton 352-384-3140 / mshelton@alachuacounty.us

Bill To: Alachua County Fire & Rescue
 P. O. Box 5038
 Gainesville, FL 32627

Ship To: Alachua County Fire & Rescue
 913 SE 5th Street
 Gainesville, FL 32601

From: Hannala Farrell
 Service - Business Administration
 (978) 805-6492 / hfarrell@zoll.com

QUOTATION: 00040622
 Quote Date: October 29, 2024
 Quote Pricing: Valid for 60 Days

PM Contact: Mark Shelton - 352-384-3140 mshelton@alachuacounty.us

X Series							
Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price	
8889-89001-WF	Profesional Defibrillators/Monitors - Worry-Free Service Plan - 1 Year XSERIES-Worry-Free Service Plan, 1 Year, Post-sale. Includes: Annual preventive maintenance, SurePower Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the One Year Product Limited Warranty. Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website. Serial Number(s): AR16H020989, AR17L028856, AR18K036523, AR18L036726, AR18L036830, AR18L036904, AR18L037352, AR18L037357, AR18L037413, AR18L037431, AR19A037603, AR19A037702, AR19A037811, AR19A037835, AR19A037838, AR20A045751, AR20A045825, AR20A045827, , AR20B045879, AR20B045882, AR20B045905, AR20B045907, AR20B045916, AR20B045924, AR20B045935, AR20B045943, AR20B045948, AR20B045953 & AR20B045957	10/01/2024 to 09/30/2025	29	\$2,050.00	\$1,640.00	\$47,560.00	
8889-89001-PP	Profesional Defibrillators/Monitors - Precision Service Plan - 1 Year X SERIES-Precision Service Plan, 1 Year, Post-sale. Includes: Annual preventive maintenance, parts and labor on normal wear and tear. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the One Year Product Limited Warranty. Serial Number(s): AR14B007340, AR15I014948 & AR15L016361	10/01/2024 to 09/30/2025	3	\$1,695.00	\$1,356.00	\$4,068.00	
TOTAL:						\$51,628.00	



Alachua County Fire & Rescue (Customer # 141111)
Quote No: 00040622 Continued

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

COMMENTS: For Worry-Free coverage:

***ACCIDENTAL DAMAGE COVERAGE**

Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. ZOLL shall not be responsible for any equipment defect, the failure of the equipment to perform any specified function, or any other nonconformance of the equipment, caused by or attributable to: (i) any modification of the equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the equipment with any associated or complementary equipment, accessory or software not supplied by ZOLL(iii) any misuse or abuse of the equipment; (iv) exposure of the equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the equipment other than in accordance with ZOLL's instructions.

*** BATTERY REPLACEMENT COVERAGE:**

Batteries must be maintained per ZOLL's recommended maintenance program. Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault. Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician. - Up to three batteries per device will be covered for batteries acquired from ZOLL in last 24 months for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale) - For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale)

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30 after ZOLL Medical Corporation invoice date.
3. If PM's are purchased or applicable: PM work will be scheduled 60-90 days after the agreement is signed.
4. 20% Multi-Unit Discount only applies when the Total Contract Value is invoiced in full and paid in Net 30 Days.

TERMS & CONDITIONS: The terms and conditions of this contract are set forth in the [ExpertCare Service Plan Terms & Conditions](https://www.zoll.com/about-zoll/orderterms) which can be found at <https://www.zoll.com/about-zoll/orderterms>. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.

Alachua County Fire & Rescue

Authorized Signature:

Print Name _____

Title: _____

Date: _____

Exhibit 2: Insurance Requirements

TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTRACTS”

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense. “Claims-Made” form policy is acceptable where occurrence form may not be available.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

OTHER INSURANCE PROVISIONS

The Commercial General Liability and Automobile Liability policies shall include the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are included as an Additional Insured as respects: Liability arising out of ongoing activities performed under this contract by or on behalf of the Contractor/Vendor and Automobiles owned, leased, hired or borrowed by the Contractor.

b. Where loss is attributable to contractor, the Contractor’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials,

employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non- contributory.

II All Coverages

The certificate shall indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a claims made form, the certificate will show a retroactive date, which should be on or before the effective date of the contract.

SUBCONTRACTORS

If Contractor/Vendor will utilize subcontractors, the Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County,

12 SE First Street, Gainesville FL, 32601

Commissioners MAIL, EMAIL or FAX CERTIFICATES