

FIRST AMENDMENT TO ADDENDUM AGREEMENT BETWEEN- ALACHUA COUNTY-AND ZOLL MEDICAL CORPORATION, NO. 14405

This FIRST 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 ZOLL MEDICAL CORPORATION, a Foreign for Profit Corporation which is authorized to do business in the State of Florida ("ZOLL"), who are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties previously entered into an Agreement, dated January 17, 2025, for Extended Warranty and Preventative Maintenance for Defibrillators and Monitors, identified by No. 14405 (the "Agreement"); and

WHEREAS, the equipment quantity to be serviced by ZOLL was incorrect in the Agreement; and

WHEREAS, the Parties desires to amend the Agreement to correct the equipment quantities and associated costs.

WHEREAS, the County has elected its option to extend the term of certain services provided under the original Agreement to allow the Contractor to furnish the goods or service to Alachua County; and

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- A. Amendment. Exhibit IA, titled "Additional Equipment Services" is added to the Agreement as attached to this Amendment
- B. Amendment. Section #29, of the Agreement titled "No Coercion for Labor or Services" is added to read as follows:

Human Trafficking Affidavit of No Coercion for Labor or Services

Section 787.06(13), Florida Statutes, requires any governmental entity, which includes "district", when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes.

The Contractor will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, a copy of which is attached to this Amendment as **Exhibit 3**.

- C. Effective Date. This Amendment shall be effective upon execution by both Parties.
- D. 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 First Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: Charles Chestnut IV
Charles Chestnut, IV, Chair
Board of County Commissioners
Date: 06/23/2025

ATTEST

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

APPROVED AS TO FORM

DocuSigned by:
Robert C Swain
274E045D4F99410...
Alachua County Attorney's Office

ZOLL MEDICAL CORPORATION

Signed by:
By: Kurt Sandstrom
Print: Kurt Sandstrom
Title: VP/General Manager EMS
Date: May 6, 2025

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.

Exhibit 1A Additional Equipment Services



EXPERTCARE EXTENDED WARRANTY & PREVENTIVEMAINTENANCE 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 32601

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: 00043843
 Quote Date: February 12, 2025
 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-B9900, WFP	Worry-Free Pro-Rated Service Plan - X Series, R Series, Propaq Worry-Free Pro-Rated Service Plan - X Series, R Series, Propaq. Shipping and use of a Service loaner during repairs upon request, and no charge shipping. Extended warranty is a continuation of the ZOLL Limited Product Warranty. Serial Number(s): AR221070569; AR221070574 ***PRO-RATED; Quantity equal 7 months multiplied by two units =14****	03/01/2025 to 09/30/2025	14	\$180.00	\$153.00	\$2,142.00

TOTAL: \$2,142.00

COMMENTS:

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. 1596Multi-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/en/About/Corporate-Governance-and-Responsibilities/orderterms) which can be found at <https://www.zoll.com/en/About/Corporate-Governance-and-Responsibilities/orderterms>. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.

Exhibit 3:

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida

County of Alachua

I, Kurt Sandstrom [insert full legal name of the person providing this affidavit], as Vice President/General Manager, EMS Business Unit [insert corporate title of the person providing this affidavit] of ZOLL Medical Corporation [insert full legal name of the Corporation], having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of ZOLL Medical Corporation [insert full legal name of the Corporation].
3. I attest and affirm that ZOLL Medical Corporation [insert full legal name of the Corporation] does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signed by:
Kurt Sandstrom
38CC0FA442B3492...

Signature

Kurt Sandstrom

Name Printed

VP/General Manager EMS

Title

May 6, 2025

Date Signed


Item #9f, 25-00402, 06102025-14405

Final Audit Report

2025-06-23

Created:	2025-06-19
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAt7VejtKS1DTq9tJ_RnHB06toEjgOHmmb

"Item #9f, 25-00402, 06102025-14405" History

-  Document created by Steve Donahey (asd@alachuaclerk.org)
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2025-06-19 - 2:55:34 PM GMT- IP address: 13.222.92.197
-  Signer bocchairsignature@alachuacounty.us entered name at signing as Charles S. Chestnut, IV
2025-06-23 - 6:59:58 PM GMT- IP address: 166.199.100.114
-  Document e-signed by Charles S. Chestnut, IV (bocchairsignature@alachuacounty.us)
Signature Date: 2025-06-23 - 7:00:00 PM GMT - Time Source: server- IP address: 166.199.100.114
-  Document emailed to jki@alachuaclerk.org for signature
2025-06-23 - 7:00:01 PM GMT
-  Email viewed by jki@alachuaclerk.org
2025-06-23 - 7:41:26 PM GMT- IP address: 216.194.145.253
-  Signer jki@alachuaclerk.org entered name at signing as Jess Irby
2025-06-23 - 7:41:52 PM GMT- IP address: 216.194.145.253
-  Document e-signed by Jess Irby (jki@alachuaclerk.org)
Signature Date: 2025-06-23 - 7:41:54 PM GMT - Time Source: server- IP address: 216.194.145.253
-  Agreement completed.
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