



**Marion County  
Board of County Commissioners**

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**MODIFICATION OF AGREEMENT  
WITH MARION COUNTY ("COUNTY")**

AGREEMENT NUMBER/TITLE: 18C-050-CA-01 EMS Billing Licenses and Eligibility Module User Agreement

MODIFICATION NUMBER: 1 MODIFICATION EFFECTIVE DATE: October 1, 2021

**DESCRIPTION OF MODIFICATION:**

1. This modification authorizes the purchase of five (5) additional licenses and extends the subscription to the service for three (3) years for the amounts listed. The attached quote encompasses all goods and services to be provided by FIRM to COUNTY and the compensation to be provided for such goods and services.
2. This modification adds and/or changes language in the Agreement to conform with current Florida Statutes as reflected on Exhibit A hereto, and shall be deemed to amend and become part of the Agreement in accordance with Project 18C-050 and shall remain in full force and effect until the completion of all services required of FIRM under the Agreement.

NOTE! All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners  
Procurement Services  
2631 SE Third St.  
Ocala, FL 34471

PCA/BUYER: JODI SHOEMAKER  
E-MAIL: jodi.shoemaker@marionfl.org  
PHONE: 352-671-8446

NAME: Zoll Data Systems, Inc.  
ADDRESS: 11802 Ridge Parkway, Ste. 400, Broomfield, CO 80021  
ATTN: Sandy King

INSTRUCTIONS: FIRM shall sign Signature Block showing acceptance of the above written modification and return this form to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to FIRM to attach to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA

Jeff Gold June 15, 2021  
JEFF GOLD DATE  
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY,  
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Matthew G. Minter  
MATTHEW G. MINTER  
MARION COUNTY ATTORNEY

ATTEST: Gregory C. Harrell June 15, 2021  
GREGORY C. HARRELL DATE  
MARION COUNTY CLERK OF THE COURT

COMPANY NAME:  
Zoll Data Systems, Inc.

Sandy King 6/28/2021  
BY: DATE  
Sandy King 6/28/21

PRINTED NAME

ITS:

# ZOLL | DATA SYSTEMS

11802 Ridge Parkway  
Suite 400  
Broomfield, CO 80021-5059

303.801.0000 (main)  
303.801.0001 (fax)  
www.zolldata.com

05/19/2020

Customer Acct# 147043  
Contract# 131587, A-S00003248  
Marion County Board of County Commissioners  
2631 SE 3rd Street  
Ocala, FL 344271

Dear Customer:

As requested, the information below is to serve as a quote for upcoming License Costs and Annual Maintenance/Service Fees, based on customers fiscal year (October – September), related to the RescueNet Billing system at Marion County Board of County Commissioners in Ocala, FL.

**PERIOD(S) COVERED:**

**FY 2021-22**

**FY 2022-23**

**FY 2023-24**

**SOFTWARE LICENSE COSTS:**

Billing Professional User License (Qty = 5)

\$ 29,250.00

**PRODUCT MAINTENANCE/SERVICE FEES:**

<sup>1</sup>Hosted Billing Eligibility (x17)

\$ 27,580.80

\$ 27,580.80

\$ 27,580.80

<sup>2</sup>Billing Professional User (x5)

\$ 7,800.00

\$ 7,800.00

\$ 7,800.00

<sup>2</sup>Billing Professional User (x17)

\$ 26,520.00

\$ 26,520.00

\$ 26,520.00

<sup>2</sup>Additional Company (x2)

\$ 381.60

\$ 381.60

\$ 381.60

<sup>2</sup>Security Module

\$ 900.00

\$ 900.00

\$ 900.00

<sup>2</sup>ECM Single (x2)

\$ 1,200.00

\$ 1,200.00

\$ 1,200.00

<sup>2</sup>DANTOM ECM and Application

\$ 650.00

\$ 650.00

\$ 650.00

<sup>2</sup>NEMSIS v3 Import (Third Party) for Billing

\$ 2,000.00

\$ 2,000.00

\$ 2,000.00

<sup>2</sup>Professional Reports/Crystal Interface

\$ 1,250.00

\$ 1,250.00

\$ 1,250.00

<sup>2</sup>Custom Interface

\$ 1,200.00

\$ 1,200.00

\$ 1,200.00

**TOTALS:**

\$ 98,732.40\*

\$ 69,482.40\*

\$ 69,482.40\*

<sup>1</sup>Hosted Service Fees are invoiced 30 days in advance of the service period. ZOLL will continue invoicing Hosted Service Fees on a regular basis unless written notification is received from Customer at least 30 days in advance of the cancellation of such services. Cancellations received prior to the expiration of the committed contract term will result in an early termination fee equal to the remainder of the committed term fees not yet invoiced.

<sup>2</sup>Maintenance Fees are invoiced 30 days in advance of the service period. ZOLL will continue invoicing Maintenance Fees on a regular basis unless written notification is received from Customer at least 30 days in advance of the cancellation of such services.

\* This quote does not include sales tax. When applicable, sales tax will be an additional charge.

\* Hosted/Subscription Service Fees will increase if additional Software/Services are purchased.

\* Maintenance Fees will increase if additional Software is purchased.

Sincerely,

*Kim Alpert*

Kim Alpert

Contract Administration Supervisor

ZOLL Data Systems

11802 Ridge Pkwy, Ste 400

Broomfield, CO 80021

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

*Jeff Gold*

JEFF GOLD  
CHAIRMAN

6/15/2021

DATE

### ADDITIONAL TERMS AND CONDITIONS

This Additional Terms and Conditions (this "ATC") is in reference to the attached Modification of Agreement with Marion County and Quote dated 05/19/2020 and referencing Customer Acct# 147043 and Contract# 131587, A-S00003248, governed by the Master Products and Services Agreement entered into on December 5<sup>th</sup>, 2017, (the "Agreement") between ZOLL Data Systems, Inc., a Delaware corporation, with a principal address on record with the Florida Division of Corporations of 11802 RIDGE PARK WAY, SUITE 400, BROOMFIELD, CO 80021, FEIN 65-0461124 ("CONTRACTOR") and **MARION COUNTY**, a political subdivision of the State of Florida, 601 SE 25<sup>th</sup> Ave., Ocala, FL 34471 ("COUNTY") (individually "Party," collectively "Parties.")

**BE IT KNOWN** that the undersigned Parties, for good consideration, agree to make the changes and/or additions outlined below. These additions shall be valid as if part of the Agreement.

1. **Governmental Entity.** CONTRACTOR acknowledges that in light of COUNTY being a governmental entity, this ATC is needed and shall govern the Agreement. Should there be a discrepancy between the Agreement and this ATC, this ATC shall govern the obligations of the Parties. The terms of this ATC shall survive the termination of the Agreement.
2. **Material Term.** This ATC is a material term of the Agreement and same is relied upon by COUNTY in entering into the Agreement. A breach of this ATC is a material breach of the Agreement.
3. **Prompt Payment Act.** CONTRACTOR acknowledges that notwithstanding anything set forth in the Agreement, COUNTY's obligations for and methods of payment under the Agreement, are governed by Chapter 218, Part VII, Florida Statutes, Local Government Prompt Payment Act.
4. **Public Records Laws.** CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 14, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the material created under the Agreement and said statute controls over the terms of the Agreement. As such, notwithstanding anything to the contrary contained in the Agreement, the definitions of "Confidential" and/or "Proprietary" information, the Parties' abilities and obligations to disclose same, and the methods for such disclosure, shall be determined according to Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as same may be amended from time to time.
5. **Public Records Obligations.** If, under the Agreement, CONTRACTOR is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), Florida Statutes, CONTRACTOR, shall:

- A. Keep and maintain public records required by COUNTY to perform the service;
  - B. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - C. 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 the Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
  - D. Upon completion of the Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.
6. **Unilateral Termination.** If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time or otherwise fails to comply with the above Section, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes, and may be subject to unilateral cancellation of the Agreement by COUNTY.
7. **Public Records Questions Contact.**  
**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, Florida Statutes, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**  
**Public Relations, 601 SE 25th Ave., Ocala, FL 34471**  
**Phone: 352-438-2300 Fax: 352-438-2309**  
**Email: [PublicRelations@MarionCountyFL.org](mailto:PublicRelations@MarionCountyFL.org)**
8. **Annual Appropriations.** CONTRACTOR acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, includes the expenditure of money in excess of the amounts budgeted as available for expenditure. COUNTY's performance and obligation to pay CONTRACTOR under the Agreement is contingent upon annual appropriation being made for that purpose. If during the term of the Agreement, COUNTY does not make an annual appropriation necessary to

continue its performance under the Agreement, the Agreement shall terminate upon the expiration of the funded fiscal year.

9. **E-Verify pursuant to §448.095, F.S.**

Section 448.095, Florida Statutes, requires CONTRACTOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into the Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.

- A. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
- B. CONTRACTOR has agreed to perform in accordance with the requirements of this Section and agrees as follows:
  1. It certifies and assures COUNTY that CONTRACTOR is currently in fully compliance with Section 448.095, Florida Statutes, it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees.
  2. COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
  3. When CONTRACTOR enters into a contract with an employee, a contractor, or a subcontractor, CONTRACTOR shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
  4. CONTRACTOR shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
  5. CONTRACTOR shall immediately terminate the Contracting Party if CONTRACTOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.
  6. If COUNTY has a good faith belief that CONTRACTOR's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the Contracting Party. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the Contracting Party. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
  7. If COUNTY terminates the Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for a least one (1) year after the date of termination.
  8. CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.

9. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
10. CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
11. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

**10. Scrutinized Companies pursuant to §287.135, F.S.**

**A. Certification.**

1. If the Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
  - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or
  - b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
  - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or
  - b. Engaged in a boycott of Israel.

**B. Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more, and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to have met any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes, or
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to have met any of the following prohibitions:
  - a. Met either prohibition set forth in Section "10(B)(1)" above or
  - b. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to have met any of the following prohibitions:

- a. Met any prohibition set forth in Section "10(B)(2)" above or
  - b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.
  4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to have met any prohibition set forth in Section "10(B)(2)" above.
  - C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
    1. Was entered into or renewed on or after July 1, 2018, and
    2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.
  - D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, Florida Statutes, as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.
11. **Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, COUNTY's obligation to indemnify CONTRACTOR is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2020). This Section shall survive the termination of the Agreement.
12. **Indemnification.** To the extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless, release, and forever discharge COUNTY and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of the Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by CONTRACTOR, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR. CONTRACTOR expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend COUNTY and its officers, board members, employees, agents, and instrumentalities. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2020).

13. **Rights of Third Parties.**

Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies under or because of the Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in the Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to the Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to the Agreement.

14. **Waiver.** No waiver or any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15. **Severability.** If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

16. **Applicable Law/Jurisdiction/Venue.** The Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of the Agreement, shall be Marion County, Florida.

17. **Waiver of Jury Trial.** EACH PARTY HEREBY AGREES THAT IN ANY LITIGATION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF THE AGREEMENT, WHETHER SOUNDING ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE HAD BY A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS WAIVER.

18. **Authority To Execute Agreement.** The signature by any person to the Agreement and this ATC shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing.

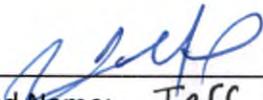
19. **No Other Negations or Changes.** No other terms or conditions of the Agreement are negated or changed as a result of this ATC.

EXHIBIT A

IN WITNESS WHEREOF, the Parties have entered this ADDITIONAL TERMS AND CONDITIONS on the date of the last signature below.

COUNTY

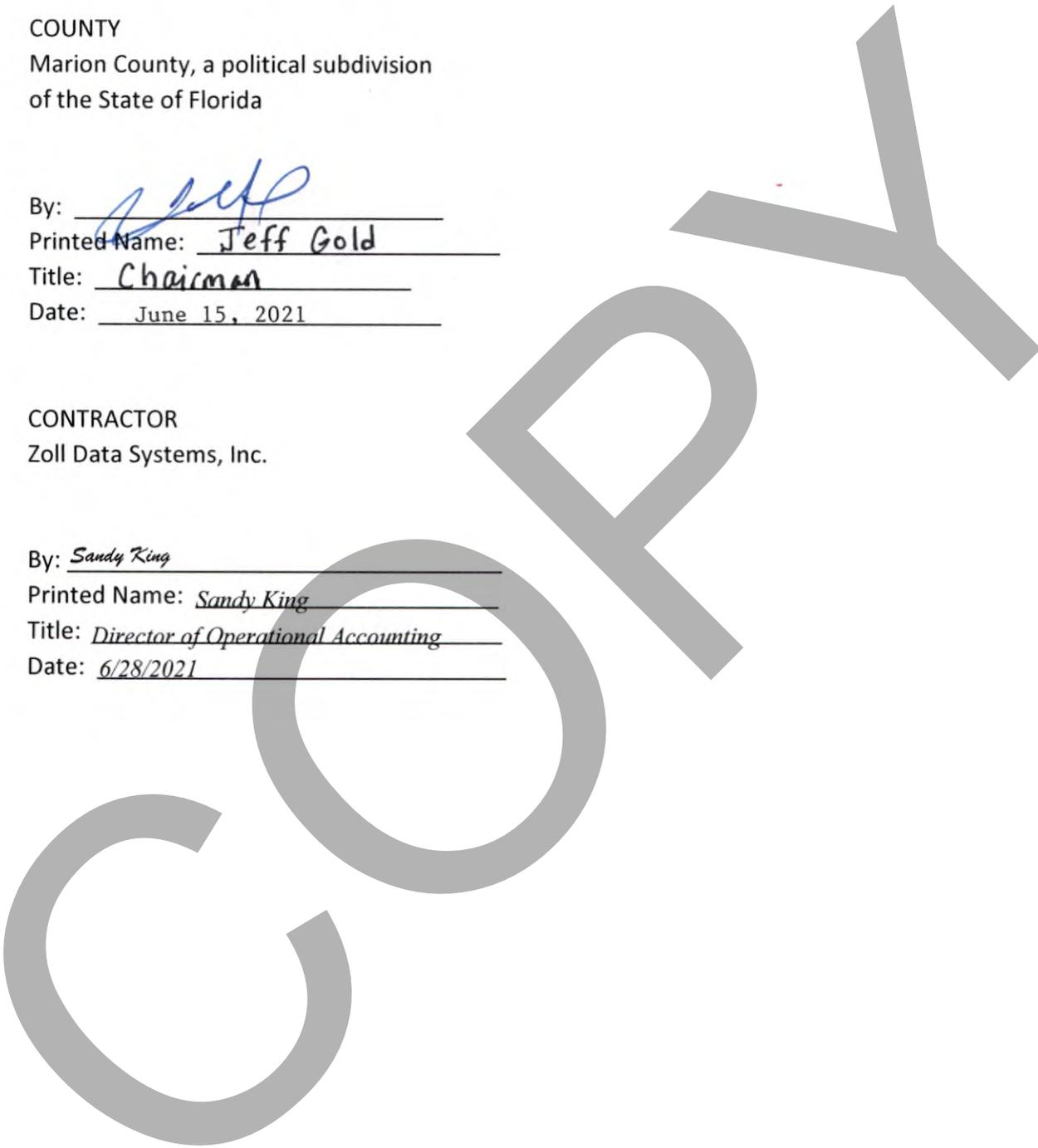
Marion County, a political subdivision  
of the State of Florida

By:   
Printed Name: Jeff Gold  
Title: Chairman  
Date: June 15, 2021

CONTRACTOR

Zoll Data Systems, Inc.

By: Sandy King  
Printed Name: Sandy King  
Title: Director of Operational Accounting  
Date: 6/28/2021



7.6.7

COPY

6/15/21 BCCAPP

6/15/21 BCCAPP