

**SUPPLEMENTAL AGREEMENT BETWEEN ALACHUA COUNTY ZOLL
MEDICAL CORPORATION FOR CARDIAC MONITORS AND CARDIAC
MONITOR PREVENTATIVE MAINTENANCE**

This Supplemental Agreement entered into by and between Alachua County, a charter county and a political subdivision of the State of Florida (the "County"), and Zoll Medical Corporation (the "Contractor"), supplements the terms and conditions of the AGREEMENT FOR CARDIAC MONITORS AND CARDIAC MONITOR PREVENTATIVE MAINTENANCE dated September 15, 2016 and Amended on September 15, 2019 by and between Volusia County and the Contractor. Collectively, the County and the Contractor are referred to herein as the "Parties" and individually, as appropriate, as a "Party."

WHEREAS, the County requires the services of a competent and qualified Contractor to provide Cardiac Monitors and Cardiac Monitor Preventative Maintenance; and

WHEREAS, Volusia County issued Request for Proposal 16-P-64AK (the "RFP") Seeking a qualified firm to provide Cardiac Monitors and Cardiac Monitor Preventative Maintenance, and has received responses from various potential vendors; and

WHEREAS, Volusia County determined that the Contractor is fully qualified to render the required service and entered into an Agreement; and

WHEREAS, the procurement process exercised by Volusia County meets the requirements of the Alachua County procurement Code; and

WHEREAS, the County wishes to employ the Contractor to provide Cardiac Monitors and Cardiac Monitor Preventative Maintenance under the provisions of the Volusia County Agreement: and

WHEREAS, the Contractor is qualified to provide these services; and

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 Parties agree to accept all terms and conditions, as set forth in the Volusia County Florida Agreement for Cardiac Monitors and Cardiac Monitor Preventative Maintenance dated September 15, 2016 and Amended September 15, 2019, Exhibit 1 to this Supplemental Agreement.
2. Method of Payment.
 - a. For all services actually, timely and faithfully performed, the Contractor shall be paid an amount not to exceed \$424,992.30 (does not include trade-in credit) in accordance with the Contractors Price Proposal at Exhibit "2".

- b. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act").

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____

Chair

Date: _____

ATTEST:

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

APPROVED AS TO FORM

Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

ZOLL Medical Corporation

By:  _____

Print: Steven K Flora _____

Title: Senior Vice President, Vice President NA Sales _____

Date: 10/23/2019 _____

Please see the corporation
Resolution attached.

Exhibit 1: Volusia County Agreement and Amendment

Exhibit 2: Zoll Price Proposal

ZOLL Medical Corporation
Corporate Resolution

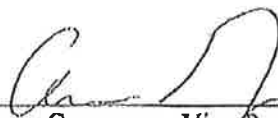
The undersigned does hereby certify that he is the Vice President and General Counsel of ZOLL Medical Corporation (the "Corporation"); that Steven K. Flora is the duly elected Senior Vice President and Vice President of North America Sales; that at a meeting of the Board of Directors of said Corporation held on April 25, 2006, at which meeting all Directors present and voting, the following vote was unanimously adopted:

VOTED:

To authorize the President and Chief Executive Officer, and any other officer of the Corporation so authorized by the President and Chief Executive Officer, acting singly, to execute and deliver on behalf and in the name of the Corporation, contracts for the role of the Corporation's products or services or to acquire products or services from other parties from time to time, such actions by any such officer being conclusive evidence of his or her authority to so act hereunder .

I further certify that Steven K. Flora is the duly appointed Senior Vice President and Vice President of North America Sales of the Corporation, and that he has been so authorized by the President and Chief Executive Officer of the Corporation .

I further certify that said vote has not been rescinded and is still in force and effect.


Aaron Grossman, Vice President and General Counsel

