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- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, ZOLL does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, ZOLL does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, ZOLL does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
- 4. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- 5. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
- 6. **Understanding, Fair Construction.** By execution of this Third Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Third Amendment. This Third Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
- 7. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

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IN WITNESS WHEREOF, this Third Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Third Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

ZOLL DATA SYSTEMS, INC.

KP George, County Judge

Sandy King

Authorized Agent – Signature

Date

Sandy King

Authorized Agent- Printed Name

ATTEST:

Director of Operational Accounting

Title

Laura Richard, County Clerk

10/24/2022

Date

REVIEWED:

Robyn Doughtie

Information Technology Office

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit I: ZOLL's Quote; and
Exhibit II: Sole Source Letter

EXHIBIT I

02/11/2022

Customer Acct# 147191
Contract# A-S00007973
Fort Bend County
500 Liberty St
Richmond, TX, 77469

RE: Annual Quote for Hosted Service Fees

Dear Jonathan:

The information below is to serve as a Quote for the Hosted Services related to the ZOLL Billing and Hosted ePCR system contracted by Fort Bend County in Richmond, TX.

Service Period Covered: 10/01/2022 - 09/30/2023

Product(s) Covered:

Hosted ePCR Premium	\$	40,769.88
Hosted ePCR Managed Services	\$	4,200.00
ZOLL Billing	\$	96,543.00
TOTAL	\$	141,512.88*

Hosted/Subscription Service Fees are invoiced 30 days in advance of the service period. ZOLL will continue invoicing Hosted/Subscription 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. (fulfillment of committed contracted term will be verified before cancellations are processed) Please contact ZOLL directly with questions or concerns (303) 801-1856 or AccountsReivable@zoll.com.

* 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.

Sincerely,



Angela Knudsen
Sr Contract Administrator
ZOLL Data Systems
11802 Ridge Parkway
Suite 400
Broomfield, CO 80021

EXHIBIT II



11802 Ridge Parkway
Suite 400
Broomfield, CO 80021-5059

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

October 19, 2022

Fort Bend County EMS
301 Jackson
EMS PAS
Richmond, TX 77469

Ladies and Gentlemen:

We are pleased to inform you that ZOLL Data Systems, Inc. and its subsidiaries are the sole source of:

- RescueNet ePCR
- ZOLL Billing

If you have any questions or need additional information, please feel free to contact Sandy King at Skking@zoll.com

Best regards,

ZOLL DATA SYSTEMS, INC.

By: *Sandy King*
Name: Sandy King
Title: Director of Operational Accounting