#### COUNTY OF FORT BEND

#### ADDENDUM TO THIRD AMENDMENT TO ZOLL MASTER AGREEMENT BETWEEN FORT BEND COUNTY AND ZOLL DATA SYSTEMS, INC.

5556

THIS ADDENDUM TO THIRD AMENDMENT ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and ZOLL Data Systems, Inc., ("ZOLL"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

#### WITNESSETH:

WHEREAS, the parties previously entered into the ZOLL Master Agreement, on or about October 8, 2019; and as amended on or about March 2, 2021, March 22, 2022, and November 22, 2022 (such amendments being the "First Amendment," "Second Amendment," and "Third Amendment" together with the ZOLL Master Agreement collectively referred to as the "Agreement"). The Agreement is incorporated fully by reference as if set-forth verbatim below; and

NOW, THEREFORE, County and ZOLL desire to amend said Agreement as set forth below:

- I. Amendments
- 1. **Scope of Services**. ZOLL shall continue to provide product and/or services as described in the Agreement.
- 2. Limit of Appropriation. As provided by Section 7.2 of the ZOLL Master Agreement, ZOLL's fees are subject to adjustment based on quantity, and the parties seek to revise the amount of compensation paid to ZOLL due to increase use of ZOLL's product and/or services by County. ZOLL's monthly fees and audit adjustment will be calculated at the rates set forth in ZOLL's Invoices (Invoices # INV00127276 and # INV00127275), collectively attached as Exhibit "I" and incorporated fully by reference. The Maximum Compensation for the performance of Services is hereby increased to an amount not to exceed One Hundred Seventy-Eight Thousand, Five Hundred Sixty-Eight Dollars and 13/100 (\$178,568.13), authorized as follows:

\$141,512.88 under the Agreement; and

\$37,055.25 under this Addendum

In no case shall the amount paid by County for all Services under the Agreement and this Addendum exceed this Maximum Compensation without an agreement executed by the parties.

- 3. **Modifications**. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- 4. **Conflict**. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

- 5. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
- 6. **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 Addendum 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 Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Addendum is effective upon execution by all parties.

FORT BEND COUNTY

ZOLL DATA SYSTEMS, INC.

KP George, County Judge

Authorized Agent – Signature

Authorized Agent- Printed Name

Title

Laura Richard, County Clerk

**REVIEWED:** 

Date

ATTEST:

Robyn Doughtie

Information Technology Office

#### AUDITOR'S CERTIFICATE

Date

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 Invoices (Invoices # INV00127276 and # INV00127275)

E\AGREEMENTS\2023 Agreements\IT\Zoll Data Systems, Inc (23-IT-100232)\Zoll Data Systems, Inc. (23-IT-100232-A1)\Addendum to Third Amendment to Agreement with Zoll Data Systems.docx aw

# EXHIBIT I

# **ZOLL**. | DATA SYSTEMS

11802 Ridge Parkway Suite 400 Broomfield, CO 80021

### NEW REMIT TO ADDRESS – Effective 7/1/2022 DEPT# 42374 PO Box 650823 Dallas, TX 75265-0823

# INVOICE

BILL TO:	Fort Bend County Robyn Doughtie 301 Jackson, Suite 533 Richmond, TX 77469	SOLD TO:	Fort Bend County 500 Liberty St Richmond, TX 77469-3500
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Invoice	Customer	Invoice	Contract	PO	Payment	Invoice Due
Number	Number	Date	Number	Number	Terms	Date
INV00127275	147191	10/05/2022	A-S00007973	210603	Net 30	11/04/2022

Charge Description	<b>Service Period</b>	Qty	Unit Price	Total
ZOLL Billing - 12 Month Adjustment for annual audit of claim volume for the period of 10/1/21-9/30/22. An overage of 4,465 was discovered for this 12-month period.	10/1/2021 - 09/30/2022	4,465	4.05	18,083.25
			Subtotal:	18,083.25
			Discount:	0.00
			Tax:	0.00
			Gross Amount:	18,083.25
			Invoice Balance:	18,083.25

## PLEASE NOTE NEW REMIT TO ADDRESS ABOVE

Please remit to address above

If you have any questions on this invoice, or need information on your account in general, please email <u>Accountsreceivable@zoll.com</u>, or call 303-801-1856.

We appreciate your business and look forward to assisting with any questions or concerns.

# **ZOLL** | DATA SYSTEMS

11802 Ridge Parkway Suite 400 Broomfield, CO 80021

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BILL TO:	Fort Bend County Robyn Doughtie 301 Jackson, Suite 533 Richmond, TX 77469	SOLD TO:	Fort Bend County 500 Liberty St Richmond, TX 77469-3500
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Invoice Number	Customer Number	Invoice Date			Payment Terms	Invoice Due Date	
INV00127276	147191	10/05/2022	A-S00007973	210603	Net 30	11/04/2022	

Charge Description	Service Period	Qty	Unit Price	Total
ZOLL Billing	10/01/2022 - 10/31/2022	2,265	4.25	9,626.25
ZOLL Billing	11/01/2022 - 11/30/2022	2,265	4.25	9,626.25
ZOLL Billing Credit	11/01/2022 - 11/30/2022	1,893	4.25	- 8,045.25
ZOLL Billing Credit	10/01/2022 - 10/31/2022	1,893	4.25	- 8,045.25
			Subtotal:	3,162.00
PO: 220158			Discount:	0.00
RCVR: 649728			Tax:	0.00
	C. Valencia 12/09/22		Gross Amount:	3,162.00
			Invoice Balance:	3,162.00

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