

STATE OF TEXAS

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COUNTY OF FORT BEND

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**FOURTH AMENDMENT TO ZOLL MASTER AGREEMENT BETWEEN FORT BEND
COUNTY AND ZOLL DATA SYSTEMS, INC.**

THIS FOURTH AMENDMENT ("Fourth Amendment") 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, November 22, 2022, and on March 28, 2023, (such amendments being the "First Amendment," "Second Amendment," "Third Amendment," and "Addendum to 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.** The County will increase the Limit of Appropriation by \$4,070.52 to provide for payment for previously agreed-upon services from ZOLL under the Agreement, as included in ZOLL's Invoice, attached as Exhibit "I" and incorporated fully by reference.
2. **Limit of Appropriation.** The Maximum Compensation for the performance of Services is hereby increased to an amount not to exceed One Hundred Eighty-Two Thousand, Six Hundred Thirty-Eight Dollars and 65/100 (\$182,638.65), authorized as follows:
 \$178,568.13 under the Agreement; and
 \$4,070.52 under this Fourth Amendment
In no case shall the amount paid by County for all Services under the Agreement and this Fourth Amendment 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.

IN WITNESS WHEREOF, this Fourth 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 Fourth 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. This Fourth Amendment is effective upon execution by all parties.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED:

Robyn Doughtie
Information Technology Office

ZOLL DATA SYSTEMS, INC.

Sandy King
Authorized Agent – Signature

Sandy King
Authorized Agent- Printed Name

Director of Operational Accounting
Title

10/26/23
Date

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 Invoice

EXHIBIT I

ZOLL | DATA SYSTEMS11802 Ridge Parkway Suite 400
Broomfield, CO 80021P.O. # 220158
Rec # 676579
L. Hernandez
7/7/2023

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

Invoice Number	Customer Number	Invoice Date	Contract Number	PO Number	Payment Terms	Invoice Due Date
INV00147287	147191	07/03/2023	A-S00007973	220158	Net 30	08/02/2023

Charge Description	Service Period	Qty	Unit Price	Total
Hosted ePCR Premium (Per PCR/Month)	08/01/2023 - 08/31/2023	3,500	1.16	4,075.91
Hosted ePCR Managed Services (Per Month)	08/01/2023 - 08/31/2023	1	350.00	350.00
ZOLL Billing	08/01/2023 - 08/31/2023	2,265	4.25	9,626.25
Subtotal:				14,052.16
Discount:				0.00
Tax:				0.00
Gross Amount:				14,052.16
Invoice Balance:				14,052.16

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
Accountsreceivable@zoll.com, or call 303-801-1856.

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

5. **Understanding, Fair Construction.** By execution of this Fourth Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Fourth Amendment. This Fourth Amendment, 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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