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COUNTY OF FORT BEND

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**FIRST AMENDMENT TO ADDENDUM TO ZOLL MEDICAL CORPORATION'S EXPERTCARE
EXTENDED WARRANTY & PREVENTATIVE MAINTENANCE CONTRACT
(FY 2023)**

THIS FIRST AMENDMENT ("First Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and ZOLL Medical Corporation ("ZOLL"), a corporation duly authorized to conduct business in the state of Texas. County and ZOLL are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain Addendum to Zoll Medical Corporation's ExpertCare Extended Warranty & Preventative Maintenance Contract on or about agreement on April 6, 2021 (the "Agreement") for extended warranty and preventative maintenance services on behalf of the Fort Bend County Emergency Medical Services Department, attached hereto as Exhibit A, and incorporated fully by reference; and

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to provide for the purchase of additional monitors, to extend the warranty period, and to increase the total Maximum Compensation for the purchase of the products and/or services, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Scope of Services.** County shall pay ZOLL an additional Two Hundred Four Thousand Eight Hundred Twenty-two and 00/100 Dollars (\$204,822.00) for the purchase of On-Site Worry-Free Service Plan for three (3) additional monitors, and to extend the warranty and preventative maintenance services of the current 50 monitors, as described in ZOLL's Quotation No. 00035334 dated May 3, 2023 (the "Services") attached hereto as Exhibit "A-1," which is incorporated herein by reference and will form a part of this Agreement as if set forth herein in their entirety.
2. **Term.** This Addendum is effective upon execution by County. The term of the Agreement is extended and shall expire no later than May 31, 2028, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed for one additional year upon written agreement of the parties.

3. **Limit of Appropriation.** ZOLL understands and agrees that the Maximum Compensation payable to ZOLL for Services rendered under this Agreement is hereby increased to an amount not to exceed Five Hundred Sixty Three Thousand Three Hundred Nine and 50/100 Dollars (\$563,309.50) authorized as follows:

\$ 358,487.50 under the Agreement (4/6/21); and
\$ 204,822.00 under this First Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. ZOLL clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Five Hundred Sixty Three Thousand Three Hundred Nine and 50/100 Dollars (\$563,309.50) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

ZOLL does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that ZOLL may become entitled to and the total maximum sum that County may become liable to pay to ZOLL under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Five Hundred Sixty Three Thousand Three Hundred Nine and 50/100 Dollars (\$563,309.50).

4. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, ZOLL hereby verifies that ZOLL and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- 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.
5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ZOLL ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
7. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this FIRST Amendment shall prevail with regard to the conflict.

{EXECUTION PAGE FOLLOWS}

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IN WITNESS WHEREOF, this 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 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 Agreement is effective upon execution of all parties.

FORT BEND COUNTY, TEXAS

ZOLL MEDICAL CORPORATION

KP George, County Judge

Authorized Agent – Signature

Date

Antoine Kebbe _____
Authorized Agent- Printed Name

ATTEST:

Sr Director of Global Technical Service _____
Title

Laura Richard, County Clerk

Nov 15, 2023 _____
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 204,822.00 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant,
County Auditor

Attachments:

Exhibit A-1: Quotation No. 00035334 (dated May 3, 2023),
Exhibit A: Addendum with Quotation No. 00031332 (signed 4/6/21)

EXHIBIT A-1

(May 3, 2023 - Quotation No. 00035334)

**EXPERTCARE EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT****Fort Bend County EMS (Customer # 6424)****ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

Attn: Rita Graeber (281) 633-7088 / rita.graeber@fortbendcountytexas.gov**Bill To:** Fort Bend County EMS

301 Jackson

EMS PAS

Richmond, TX 77469

Ship To: Fort Bend County EMS

4332 Highway 36

Rosenberg, TX 77471

From: Jennifer McCormick

Service Contracts Representative

(978) 805-6472 / jnmccormick3@zoll.com

QUOTATION: 00035334

Quote Date: May 3, 2023

Quote Pricing: Valid for 60 Days

PM Contact: Rita Graeber - (281) 633-7088 rita.graeber@fortbendcountytexas.gov**X Series**

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89055-WF	5 Year On-Site Worry-Free Service Plan - ZOLL X Series Includes: Annual preventive maintenance, discounts of 27% on new cables, 27% discount on additional lithium SurePower Batteries, 27% discount on parameter upgrades, Lithium-ion SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). XSERIES-Worry-Free Service Plan, 5 Years, On-Site, Post-sale. Includes: Annual preventive maintenance, SurePower II Battery replacement upon failure, and accidental damage (See comments) coverage. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. Serial Number(s): AR22D066723, AR22D066735, AR22D066736	06/01/2023 to 05/31/2028	3	\$9,280.00	\$7,424.00	\$22,272.00



EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Fort Bend County EMS (Customer # 6424)

Quote No: 00035334 Continued

ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

X Series						
Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89900-WFP	Worry-Free Pro-Rated Service Plan - ZOLL X Series Includes: Annual preventive maintenance, discounts of 27% on new cables, 27% discount on additional lithium SurePower Batteries, 27% discount on parameter upgrades, Lithium-ion SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the ZOLL Limited Product Warranty. Serial Number(s): AR20C047133,AR20D047208 AR20D047209,AR20D047210 AR20D047211,AR20D047212 AR20D047213,AR20D047214 AR20D047215,AR20D047216 AR20D047217,AR20D047218 AR20D047219,AR20D047220 AR20D047221,AR20D047222 AR20D047223,AR20D047224 AR20D047225,AR20D047226 AR20D047228,AR20D047229 AR20D047230,AR20D047231 AR20D047232,AR20D047234 AR20D047235,AR20D047236 AR20D047237,AR20D047240 AR20E047643,AR20E047644 AR20E047653,AR20E047664 AR20E047666,AR20E047668 AR20E047670,AR20E047671 AR20E047673,AR20E047674 AR20E047675,AR20E047677 AR20E047679,AR20E047680 AR20E047681,AR20E047682 AR20B045973,AR20D047243 AR20D047247,AR20D04724	05/01/2026 to 05/31/2026	50	\$175.00	\$175.00	\$8,750.00
Quantity is determined by taking the number of X Series (50) and multiplying that by the number of months needed (1), which equals 50.						



EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Fort Bend County EMS (Customer # 6424)

Quote No: 00035334 Continued

ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

X Series

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89022-WF	2 Year On-Site Worry-Free Service Plan - ZOLL X Series Includes: Annual preventive maintenance, discounts of 27% on new cables, 27% discount on additional lithium SurePower Batteries, 27% discount on parameter upgrades, Lithium-ion SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). X SERIES-Worry-Free Service Plan, 2 Years, On-Site, Post-sale. Includes: Annual preventive maintenance, SurePower II Battery replacement upon failure, and accidental damage (See comments) coverage. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. Serial Number(s): AR20C047133,AR20D047208 AR20D047209,AR20D047210 AR20D047211,AR20D047212 AR20D047213,AR20D047214 AR20D047215,AR20D047216 AR20D047217,AR20D047218 AR20D047219,AR20D047220 AR20D047221,AR20D047222 AR20D047223,AR20D047224 AR20D047225,AR20D047226 AR20D047228,AR20D047229 AR20D047230,AR20D047231 AR20D047232,AR20D047234 AR20D047235,AR20D047236 AR20D047237,AR20D047240 AR20E047643,AR20E047644 AR20E047653,AR20E047664 AR20E047666,AR20E047668 AR20E047670,AR20E047671 AR20E047673,AR20E047674 AR20E047675,AR20E047677 AR20E047679,AR20E047680 AR20E047681,AR20E047682 AR20B045973,AR20D047243 AR20D047247,AR20D047248	06/01/2026 to 05/31/2028	50	\$4,345.00	\$3,476.00	\$173,800.00

TOTAL: \$204,822.00



EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Fort Bend County EMS (Customer # 6424)

Quote No: 00035334 Continued

ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

COMMENTS: SPECIAL TERMS: Five (5) payments to be paid annually. Payment terms are Net 30 days per each invoice. Payment schedule is as follows:

1st payment: \$4,454.40
2nd payment: \$4,454.40
3rd payment: \$4,454.40
4th payment: \$95,650.00
5th payment: \$86,900.00

***ACCIDENTAL DAMAGE COVERAGE**

Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. ZOLL shall not be responsible for any equipment defect, the failure of the equipment to perform any specified function, or any other nonconformance of the equipment, caused by or attributable to: (i) any modification of the equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the equipment with any associated or complementary equipment, accessory or software not supplied by ZOLL(iii) any misuse or abuse of the equipment; (iv) exposure of the equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the equipment other than in accordance with ZOLL's instructions.

*** BATTERY REPLACEMENT COVERAGE:**

Batteries must be maintained per ZOLL's recommended maintenance program. Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault. Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician. Up to three batteries per device will be covered for batteries acquired from ZOLL in last 24 months.

For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered.

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30 after ZOLL Medical Corporation invoice date.
3. If PM's are purchased or applicable: PM work will be scheduled 60-90 days after the agreement is signed.
4. 20% Multi-Unit Discount only applies when the Total Contract Value is invoiced in full and paid in Net 30 Days.

TERMS & CONDITIONS: The terms and conditions of this contract are set forth in the attachments. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.

ZOLL Medical Corporation

Signature:

Name: Jennifer McCormick

Title: Service Contracts Representative

Date: _____

Fort Bend County EMS

Authorized Signature:

Print Name _____

Title: _____

Date: _____

Preventive Maintenance Terms and Conditions

1. Preventive maintenance ("PM") will be invoiced upon ZOLL's receipt of quote with an authorized signature (the "PM Contract") and, if available, a purchase order.
2. Any PMs that remain unused as of the end of a one-year PM contract will be forfeited and no monies will be refunded to the customer. Any PMs that remains unused as of the end of the initial term of the Multi-year PM Contract will automatically roll over into the next year of the PM Contract. Any PMs that remains unused as of the end of the second and subsequent years of the PM Contract, will be forfeited and no monies will be refunded to the customer.
3. If the customer purchases new ZOLL equipment, unused PMs will be transferred to the new equipment at the end of the factory warranty.
4. If ZOLL determines during the course of performing PM that a repair is required and the device is not covered under warranty, ZOLL will request customer authorization in order to repair the device.
5. Upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy. The loaner will be provided for use while the device is being serviced by ZOLL.
6. It is the customer's responsibility to ensure devices covered by the PM Contract are available for Preventative Maintenance at the scheduled times.

ZOLL Medical Corporation
EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Fort Bend County EMS

Quote No:00035334

Extended Warranty Terms and Conditions

1. The ZOLL Extended Warranty ("EW") extends the term of ZOLL's Factory Warranty by the number of years selected by the customer. EW coverage commences upon the expiration of the Factory Warranty, and is subject to the terms and conditions contained in the Factory Warranty. The EW does not apply to accessories.
2. The price of the EW will be invoiced upon ZOLL's receipt of quote with an authorized signature from the customer and, if available, a purchase order from the customer.
3. The EW is not transferrable and cannot be cancelled. However, if the customer replaces equipment covered by an EW with new ZOLL equipment, upon customer's request, the remaining time under the EW will be transferred to the new equipment at the end of the factory warranty. All requests to transfer the remaining balance of an EW must be submitted in writing to the ZOLL Service Contracts department within 60 days of date of shipment of new equipment. Failure to submit EW transfer request will result in the forfeiture of remaining EW.
4. If the customer has a claim under an EW, customer must call the ZOLL Help Desk (800-348-9011) to arrange for a Return Authorization in advance of sending the unit for evaluation at ZOLL Headquarters.
5. All repairs are performed at ZOLL headquarters in Chelmsford, MA. If a unit needs to be repaired, upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy.
6. If no claims are made under the EW during the EW period, the purchase price of the EW is not refundable.

EXHIBIT A

(April 6, 2021 – Addendum w/Zoll’s Quotation No. 00031332)

ARF-44766

REGULAR SESSION AGENDA

Meeting Date: 04/06/2021

Discussion Item

Purchasing

TITLE: Addendum: Zoll medical corporation: extended warranty & maintenance

Submitted By: Jessica Carabajal, Purchasing

Originals for signature: Yes Require Form 1295: Y

Date Approved by County Attorney: 03/23/21 County Attorney Initials: AW

Information

SUMMARY OF ITEM:

Take all appropriate action on Agreement between Fort Bend County and Zoll Medical Corporation, a sole source provider as authorized by Section 262.024 (a)(7) Texas Local Government Code, for a five year expertcare extended warranty and preventive maintenance on Zoll X-Series Defibrillator's in the total amount not to exceed \$358,487.50 effective April 1, 2021 through March 31, 2026. (Fund: Emergency Medical Service)

FUNDING SOURCE:

Accounting Unit, Project or Grant Name;
Account Name;

SPECIAL HANDLING:

Attachments

Addendum.Zoll Medical

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**ADDENDUM TO ZOLL MEDICAL CORPORATION'S EXPERTCARE EXTENDED WARRANTY &
 PREVENTIVE MAINTENANCE CONTRACT
 (FY 21)**

THIS ADDENDUM ("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 Medical Corporation, ("ZOLL"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have previously executed and accepted ZOLL's Quotation # 00031332, (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for extended warranty and preventive maintenance services (the "Services"); and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Scope of Services.** ZOLL will provide product and/or Services to County as described in ZOLL's Quotation # 00031332 (Exhibit A), subject to this Addendum.
2. **Term.** The term of the Agreement is effective April 1, 2021, and shall expire no later than March 31, 2026, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

County will make five annual payments to ZOLL over the term of the Agreement beginning in the year 2021. Each annual payment will be in the amount of \$71,697.50 (for a total amount of \$358,487.50). Funding for this Agreement is contingent upon further appropriations from the County's Commissioners Court for future fiscal years; the appropriation of additional funds is not guaranteed.

4. **Limit of Appropriation.** ZOLL understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that ZOLL may become entitled to and the total maximum sum that County may become liable to pay to ZOLL shall not under any conditions, circumstances, or interpretations thereof

exceed Three Hundred Fifty-Eight Thousand, Four Hundred Eighty-Seven and 50/100 dollars (\$358,487.50).

5. **Public Information Act.** ZOLL expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by ZOLL shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
6. **Indemnity.** To the extent required by Texas law, all references of any kind to County defending, indemnifying, holding or saving harmless ZOLL for any reason are hereby deleted. ZOLL shall indemnify and defend County against all third party losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, to the extent directly caused by negligence in the performance of the service provided under this Addendum.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by ZOLL in any way associated with the Agreement.
8. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, ZOLL verifies ZOLL does not boycott Israel and will not boycott Israel during the term of this Agreement.
Texas Government Code § 2252.152 Acknowledgment: By signature below, ZOLL represents pursuant to § 2252.152 of the Texas Government Code, that ZOLL is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2253.153.

10. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, ZOLL ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
12. **Use of County Name.** ZOLL may use County's name without County's prior written consent only in any of ZOLL's County lists, any other use must be approved in advance by County.
13. **Performance Warranty.** ZOLL warrants to County that ZOLL has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and ZOLL will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.
14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.
15. **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 non-drafting party.
16. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
17. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
18. **Personnel.** ZOLL represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the services required under this Agreement and that ZOLL shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays. All employees of ZOLL shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of ZOLL or agent of ZOLL who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately

be removed from association with the Services required under this Agreement.

When performing Services on-site at the County, ZOLL shall comply with, and ensure that all ZOLL Personnel comply with, all rules, regulations and policies of County that are communicated to ZOLL in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

19. **Compliance with Laws.** ZOLL shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, ZOLL shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
20. **Confidential Information.** Both parties acknowledge that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other party. Any and all information of any form obtained by either party or its employees or agents from the other party in the performance of this Agreement shall be deemed to be confidential information ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by either party shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by the other party) publicly known or is contained in a publicly available document; (b) is rightfully in the other party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of the other party who can be shown to have had no access to the Confidential Information; or (d) legally required to be disclosed by a governing body with authority

Both parties agree to hold Confidential Information in strict confidence, using at least the same degree of care that the other party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than as required hereunder in performance of this Addendum, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Both parties shall use their best efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other immediately in the event that the other party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and that party will at its expense cooperate with the other in

seeking injunctive or other equitable relief in the name of County or ZOLL against any such person. Both parties agree that, except as directed by the other party, each party will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at either party's request, the other party will promptly turn over all documents, papers, and other matter in their possession which embody Confidential Information.

Both parties acknowledge that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury that is inadequately compensable in damages. Accordingly, either party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Both parties acknowledge and agree that the covenants contained herein are necessary for the protection of the legitimate business interest of both parties and are reasonable in scope and content.

Both parties under this Agreement agree to abide by the provisions of any applicable Federal or State Data Privacy Act.

22. **Independent Contractor.** In the performance of work or services hereunder, ZOLL shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of ZOLL. ZOLL and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall ZOLL release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.
24. **Termination.**
 - 24.1. Termination for Convenience - Either party may terminate this Agreement at any time upon forty-five (45) days written notice.
 - 24.2. Termination for Default - Either party may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - (a) If ZOLL fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing, unless such delay was caused by County;
 - (b) If either party materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to the non-breaching party's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from the non-breaching party specifying such breach or

failure.

- 24.3. If, after termination, it is determined for any reason whatsoever that the breaching party was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience in accordance with § 24.1 above. County may terminate the Agreement without penalty if the County delivers written notice of termination to ZOLL concerning lack of appropriations. The notice must certify that the County Commissioners for Fort Bend County, Texas have been unable to obtain appropriate funds for payment of the subsequent fiscal year.
- 24.4. Upon termination of this Agreement, County shall compensate ZOLL in accordance with § 3, above, for those services which were provided under this Service Agreement prior to its termination and which have not been previously invoiced to County. ZOLL's final invoice for said services will be presented to and paid by County in the same manner set forth in § 3 above.
- 24.5. If County terminates this Agreement as provided in this section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to ZOLL.
25. **Insurance.** Prior to commencement of the Services under this Agreement, ZOLL shall furnish County with properly executed certificates of insurance which shall evidence all insurance required. Should any required insurance be cancelled during the term of this Agreement, ZOLL agrees to provide replacement certificates within 30 days. ZOLL shall provide certified copies of insurance endorsements and/or policies if requested by County. ZOLL shall maintain such insurance coverage from the time Services commence until Services are completed and, provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. ZOLL shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- (a). Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability Insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (b). Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - (c). Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Subject to the indemnification provisions herein, County and the members of Commissioners Court shall be included as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of ZOLL shall contain a waiver of subrogation in favor of County and members of

Commissioners Court.

If required coverage is written on a claims-made basis, ZOLL warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

ZOLL's insurance will be primary to any insurance carried or self- insurance program established by the County. ZOLL's insurance will be kept in force until all service have been fully performed and accepted by County in writing.

26. **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)

(Remainder of Page Intentionally Left Blank)

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.

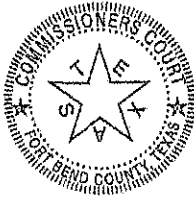
FORT BEND COUNTY

KP George
County Judge KP George

KP George
County Judge

4-6-2021

Date



ATTEST:

Laura Richard

Laura Richard
County Clerk

REVIEWED:

[Signature]

Emergency Medical Service Department

ZOLL MEDICAL CORPORATION

Steven K. Flora

Authorized Agent - Signature

Steven K. Flora

Authorized Agent- Printed Name

Senior Vice President, NA Sales

Title

03/24/2021 15:02 UTC

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 358,487.50 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit A: ZOLL's Quotation # 00031332

Exhibit A



EXPERTCARE EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT
Fort Bend County EMS (Customer # 6424)

ZOLL Medical Corporation

259 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

Attn: Rita Graeber (281) 633-7088 / rita.graeber@fortbendcountytx.gov

Bill To: Fort Bend County EMS
301 Jackson EMS PAS
Richmond, TX 77469

Ship To: Fort Bend County EMS
4332 HIGHWAY 36
Rosenberg, TX 77471

From: Jennifer McCormick
Service Contracts Representative
(978) 805-6472 / jmcormick3@zoll.com

QUOTATION: 00031332
Quote Date: December 17, 2020
Quote Pricing: Valid for 60 Days

PM Contact: Rita Graeber - (281) 633-7088 rita.graeber@fortbendcountytx.gov

X Series

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89055-WF	5 Year On-Site Worry-Free Service Plan - ZOLL X Series Please refer to "Technical Support and On-Site Service" document. Includes: Annual preventive maintenance, discounts of 27% on new cables, 27% discount on additional lithium SurePower Batteries, 27% discount on parameter upgrades, Lithium-Ion SurePower II Battery replacement upon failure, and accidental damage (See comments) coverage. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty, ECG 12-lead cable replacement upon failure, excluding physical damage, one for one/unit/year Serial Number(s): AR20C047133,AR20D047208 AR20D047209,AR20D047210 AR20D047211,AR20D047212 AR20D047213,AR20D047214 AR20D047215,AR20D047216 AR20D047217,AR20D047218 AR20D047219,AR20D047220 AR20D047221,AR20D047222 AR20D047223,AR20D047224 AR20D047225,AR20D047226 AR20D047228,AR20D047229 AR20D047230,AR20D047231 AR20D047232,AR20D047234 AR20D047235,AR20D047236 AR20D047237,AR20D047240 AR20E047643,AR20E047644 AR20E047653,AR20E047664 AR20E047666,AR20E047668 AR20E047670,AR20E047671 AR20E047673,AR20E047674 AR20E047675,AR20E047677 AR20E047679,AR20E047680 AR20E047681,AR20E047682 AR20B045973,AR20D047243 AR20D047247,AR20D047248	04/01/2021 to 03/31/2026	50	\$8,435.00	\$7,169.75	\$358,487.50

TOTAL: \$358,487.50



EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Fort Bend County EMS (Customer # 6424)

Quote No: 00031332 Continued

ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

COMMENTS: ANNUAL PAYMENTS: Five (5) payments of \$71,697.50 to be paid annually. Payment terms are Net 30 days per each invoice.

- Batteries must be maintained per ZOLL's recommended maintenance program.
- Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault.
- Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician.
- Up to three batteries per device will be covered for batteries acquired from ZOLL in last 24 months.
(When Service Contract purchased post-sale)
- For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered.
(When Service Contract purchased post-sale)

*ACCIDENTAL DAMAGE COVERAGE

Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. ZOLL shall not be responsible for any equipment defect, the failure of the equipment to perform any specified function, or any other nonconformance of the equipment, caused by or attributable to: (i) any modification of the equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the equipment with any associated or complementary equipment, accessory or software not supplied by ZOLL; (iii) any misuse or abuse of the equipment; (iv) exposure of the equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the equipment other than in accordance with ZOLL's instructions.

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30.
3. If PM's are purchased or applicable: customer visit to complete the PM work will be scheduled 60-90 days after the agreement is signed.
4. 15% Multi-Unit Discount.

TERMS & CONDITIONS: The terms and conditions of this contract are set forth in the attachments. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.

ZOLL Medical Corporation

Signature:

Name: Jennifer McCormick

Title: Service Contracts Representative

Date: _____

Fort Bend County EMS

Authorized Signature:

Print Name: V. GRAIG TEMPLE

Title: CHIEF OF EMS

Date: 040721

ZOLL Medical Corporation
EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Fort Bend County EMS

Quote No:00031332

Preventive Maintenance Terms and Conditions

1. Preventive maintenance ("PM") will be invoiced upon ZOLL's receipt of quote with an authorized signature (the "PM Contract") and, if available, a purchase order.
2. Any PMs that remain unused as of the end of a one-year PM contract will be forfeited and no monies will be refunded to the customer. Any PMs that remains unused as of the end of the Initial term of the Multi-year PM Contract will automatically roll over into the next year of the PM Contract. Any PMs that remains unused as of the end of the second and subsequent years of the PM Contract, will be forfeited and no monies will be refunded to the customer.
3. If the customer purchases new ZOLL equipment, unused PMs will be transferred to the new equipment at the end of the factory warranty.
4. If ZOLL determines during the course of performing PM that a repair is required and the device is not covered under warranty, ZOLL will request customer authorization in order to repair the device.
5. Upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy. The loaner will be provided for use while the device is being serviced by ZOLL.
6. It is the customer's responsibility to ensure devices covered by the PM Contract are available for Preventative Maintenance at the scheduled times.

ZOLL Medical Corporation
EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Fort Bend County EMS

Quote No:00031332

Extended Warranty Terms and Conditions

1. The ZOLL Extended Warranty ("EW") extends the term of ZOLL's Factory Warranty by the number of years selected by the customer. EW coverage commences upon the expiration of the Factory Warranty, and is subject to the terms and conditions contained in the Factory Warranty. The EW does not apply to accessories.
2. The price of the EW will be invoiced upon ZOLL's receipt of quote with an authorized signature from the customer and, if available, a purchase order from the customer.
3. The EW is not transferrable and cannot be cancelled. However, if the customer replaces equipment covered by an EW with new ZOLL equipment, upon customer's request, the remaining time under the EW will be transferred to the new equipment at the end of the factory warranty. All requests to transfer the remaining balance of an EW must be submitted in writing to the ZOLL Service Contracts department within 60 days of date of shipment of new equipment. Failure to submit EW transfer request will result in the forfeiture of remaining EW.
4. If the customer has a claim under an EW, customer must call the ZOLL Help Desk (800-348-9011) to arrange for a Return Authorization in advance of sending the unit for evaluation at ZOLL Headquarters.
5. All repairs are performed at ZOLL headquarters in Chelmsford, MA. If a unit needs to be repaired, upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy.
6. If no claims are made under the EW during the EW period, the purchase price of the EW is not refundable.



Envelope Data

Subject: Fort Bend County Texas Service Addendum
Documents: Fort Bend County Service Addendum Final 3-24-2021.pdf
Document Hash: 40876247
Envelope ID: ENV94489903-8674-AFDD-3454-CCFB
Sender: Jody Podgurski
Sent: 03/24/2021 14:52 PM UTC
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Status Date: 03/24/2021 15:02 PM UTC

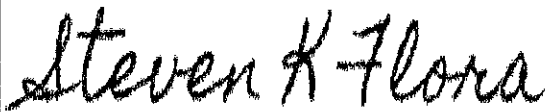
Recipient(s) / Roles

Name / Role	Address	Type
Jody Podgurski	jpodgurski@zoll.com	Sender
Steven Flora	sflora@zoll.com	Signer

Document Events

Name / Roles	Email	IP Address	Date	Event
Jody Podgurski	jpodgurski@zoll.com	71.235.170.77	03/24/2021 14:52 PM UTC	Created
Steven Flora	sflora@zoll.com	73.238.99.155	03/24/2021 15:02 PM UTC	Signed
			03/24/2021 15:02 PM UTC	Status - Completed

Signer Signatures

Signer Name / Roles	Signature	Initials
Steven Flora		



269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

March 31, 2021

Fort Bend County
301 Jackson St, Suite 201
Richmond, TX 77469

Dear Ms. Coronado,

ZOLL Medical Corporation sells and services our defibrillator products using our Depot Repair Center at ZOLL Corporate in Chelmsford, Massachusetts. The ZOLL Depot Team is a group of highly skilled, trained professionals that have extensive experience in electronics, product application and process quality control. The intense quality and environmental testing performed by this team at the factory cannot be duplicated in any field environment.

There are no other ZOLL authorized companies providing repairs for the ZOLL M Series, E Series, R Series and X Series defibrillators that ZOLL has sold in North America. We do not use outside authorized agencies to provide on-site Preventive Maintenance checks on our products. In addition, we do have authorized International ZOLL Distributors who provide service within their countries.

If you should have any questions, please do not hesitate to call me at 1-800-242-9150, extension 6472

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer McCormick".

Jennifer McCormick
Service Contracts Representative

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ZOLL Medical Corporation
Chelmsford, MA United States

Certificate Number:
2021-727980

Date Filed:
03/17/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24262
Defibs

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

☒

6 UNSWORN DECLARATION

My name is John Bergenon and my date of birth is 09/24/1951

My address is 2 Colburn St. Burlington MA, 01803, USA (state) (zip code)
(street) (city) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Middlesex County, State of MA, on the 29 day of March, 2021.
(month) (year)

John P Bergenon

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-727980

Date Filed:
03/17/2021

Date Acknowledged:
04/06/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ZOLL Medical Corporation
Chelmsford, MA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24262
Defibs

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)