



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.

Mutually approved travel and mileage expenses incurred in the performance of required services will be reimbursed to ZOLL to the extent that those costs that do not exceed Fort Bend County travel reimbursement allowances. A copy of the County's Travel Policy with those reimbursement limits is incorporated fully by reference, and a copy will be provided to ZOLL upon request. ZOLL will not be reimbursed for costs in excess of the County's Travel Policy. Receipts evidencing travel related expenditures made by ZOLL or ZOLL's subcontractors shall be submitted to the County Auditor's Office:

Fort Bend County Auditor  
Attn: Robert Ed Sturdivant  
301 Jackson Street, Suite 701, Richmond, TX 77469

5. **Limit of Appropriation.** 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 One Hundred Seventy-Three Thousand Eight Hundred Eighty-Four and 01/100 dollars (\$173,884.01), specifically allocated to fully discharge any and all liabilities County may incur. ZOLL does further understand and agree, 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 One Hundred Seventy-Three Thousand Eight Hundred Eighty-Four and 01/100 dollars (\$173,884.01). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
6. **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 and this Addendum are not proprietary or confidential information.
7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold

harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless ZOLL for any reason are hereby deleted.

8. **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.
9. **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.
10. **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.

11. **Modifications and Waivers.** 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.
12. **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.
13. **Use of Customer Name.** ZOLL may use County's name without County's prior written consent only in any of ZOLL's customer lists, any other use must be approved in advance by County.
14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
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 nondrafting 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. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
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. ZOLL in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

19. **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.
20. **Remote Access.** As applicable, if ZOLL requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of ZOLL's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before ZOLL is granted remote access to County Systems:
- (A). ZOLL will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
  - (B). ZOLL will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. ZOLL will not access County Systems via unauthorized methods.
  - (C). ZOLL's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
  - (D). Remote access is restricted only to County Systems necessary for ZOLL to conduct their services and/or provide Services to County pursuant to this Agreement.
  - (E). ZOLL will allow only its Workforce approved in advance by County to access County Systems. ZOLL will promptly notify County whenever an individual member of ZOLL's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. ZOLL will keep a log of access when its Workforce remotely accesses County Systems. ZOLL will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
  - (F). If any member(s) of ZOLL's Workforce is provided with remote access to County Systems, then ZOLL's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
  - (G). Failure of ZOLL to comply with this Section may result in ZOLL and/or ZOLL's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
  - (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for ZOLL, is under the direct control of ZOLL, whether or not they are paid by ZOLL and who have direct or incidental access to County Systems.
  - (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program

listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

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 Agreement is effective upon execution by both parties.

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

1/8/2026  
Date

**AUDITOR'S CERTIFICATE**

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

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A: ZOLL's Quote (Contract# A-S00007937)

Exhibit B: Sole Source Letter

I:\AGREEMENTS\2026 Agreements\IT\ Zoll Data Systems, Inc (26-IT-100299)\Addendum to Zoll Data Systems, Inc.'s Quote.docx MN 12.02.2025

# Exhibit A

9/8/2025

Customer Acct# 147191  
Contract# A-S00007973  
Fort Bend County  
301 Jackson, Ste 533  
Richmond, TX 77469

RE: Annual Quote for Hosted Service/SAAS Fees

Dear Rommel:

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

**Service Period Covered:** 10/01/2025 – 09/30/2026

**Product(s) Covered:**

Hosted ePCR Premium	\$	54,136.38
Hosted ePCR Managed Services	\$	4,648.70
ZOLL Billing	\$	115,098.93

**TOTAL: \$ 173,884.01\***

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 the 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 by contacting (303) 801-1856 or AccountsReceivable@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.
- \* This quote is for budgetary purposes only. Should your transaction volume exceed your contracted volume, your contract will be the governing document in any adjustment to Invoicing. The transaction price listed on this quote will not change, but quantity could change based on the audit of your actual usage.

Sincerely,

*Jennifer Whitehead*

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Jennifer Whitehead  
Manager of Contract Administration  
ZOLL Data Systems  
11802 Ridge Parkway, Suite 400  
Broomfield, CO 80021

01/08/2026

Fort Bend County  
301 Jackson, Suite 533  
Richmond, TX 77469

To our Valued Customers:

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

- RescueNet® @Work
- RescueNet® Billing
- RescueNet® Billing Pro
- RescueNet® Dispatch
- RescueNet® Eligibility
- RescueNet® ePCR
- RescueNet® FireRMS
- RescueNet® Navigator
- ZOLL® AR Boost®
  - Available independently from revenue lifecycle management services and integrated technology with ZOLL Billing
  - Claims Status
  - Deductible Monitoring
  - Demographic Verifier
  - Insurance Discovery
  - Insurance Verifier
  - Self-Pay Analyzer
- ZOLL® Billing
- ZOLL® Care Exchange
- ZOLL® emsCharts®
- ZOLL® EMS Mobile Health
- ZOLL® Fire Reports
- ZOLL® Respond

If you have any questions or need additional information, please contact Jennifer Whitehead at [jwhitehead@zoll.com](mailto:jwhitehead@zoll.com).

Regards,

*Jennifer Whitehead*

Jennifer Whitehead  
Manager of Contract Administration