

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**SIXTH ADDENDUM TO SOFTWARE MAINTENANCE AGREEMENT BETWEEN
 FORT BEND COUNTY AND ZOLL DATA SYSTEMS (FY 2019)**

THIS SIXTH 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 Data Systems, Inc., ("Contractor"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, the parties previously entered into a "Software Maintenance Agreement," to provide maintenance services to County for specified software with an effective date of October 6, 2015, which was last amended on March 27, 2018, and which also incorporates a "Master Software License Agreement" entered into between the parties as of October 7, 2002 (collectively referred to as the "Agreement"), and incorporated by reference;

WHEREAS, County desires to renew the Agreement in accordance with the terms and conditions outlined in the RescueNet Maintenance Quote attached hereto as "Exhibit A," and incorporated by reference.

NOW THEREFORE, in consideration of the mutual promises contained herein, the following changes are incorporated as if a part of the Agreement:

1. **Term.** The Agreement is hereby renewed for an additional one-year period beginning on October 1, 2018 and shall terminate on September 30, 2019. This Agreement shall not automatically renew.
2. **Maximum Compensation.** Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is Seventy-four Thousand, Four Hundred Ninety-four and no cents (\$74,494.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. Payment shall be made by County within thirty (30) days of receipt of invoice.
3. **Taxes.** 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.
4. **Confidential Information.** Contractor 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 Contractor 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.

5. **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 Contractor for any reason are hereby deleted.
6. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
7. **Arbitration.** 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.
8. **Applicable Law.** 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.
9. **Certain State Law Requirements for Contracts.**
 - A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
10. **Amendments.** The parties may not waive or amend any term or condition of this Agreement, except by a written agreement executed by both parties.
11. **Software Assurance.** Contractor represents and warrants that its software and any related systems and/or services related to its software (collectively, the "Software") furnished by Contractor to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Contractor will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of the Contractor's Software infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and the Contractor's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.
12. **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.
13. **Conflict.** All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect for the term of Agreement. In the event of a conflict between this Addendum and the attached Exhibit, this Addendum shall prevail with regard to the conflict.

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
KP George, County Judge

2-5-2019

Date

ATTEST:

Laura Richard
Laura Richard, County Clerk

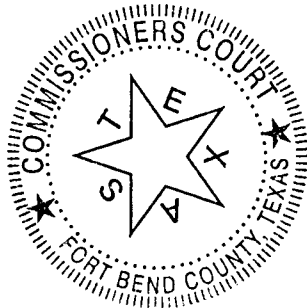
ZOLL DATA SYSTEMS, INC.

[Signature]
Authorized Agent - Signature

HB Newton
Authorized Agent- Printed Name

CFO
Title

1/29/19
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 74,494 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

[Signature]
Robert Ed Sturdivant, County Auditor

Exhibit A: RescueNet Maintenance Quote

EXHIBIT A



12/21/2018
 Customer Number: 147191
 Fort Bend County
 Attn: Robyn Doughtie
 301 Jackson Street, Suite 533
 Richmond, TX 77469

RE: Fort Bend County – RescueNet Maintenance

Dear Robyn:

Per your request, the information below is to serve as a quote for the annual maintenance for the System at Fort Bend County, TX.

Period Covered: 10/01/18 - 9/30/19

Product Covered:

20 TabletPCR Mobile Unit Licenses	\$ 12,000.00
6 WebPCR Network Licenses	\$ 3,600.00
TabletPCR Physio Control LifeNet Interface	\$ 900.00
Fax Server Utility	\$ 700.00
Custom Interface	\$ 3,200.00
Custom Interface	\$ 1,296.00
7 Billing Professional User Licenses	\$ 10,920.00
Security Module RNDB	\$ 900.00
Prepaid Custom Report Services	\$ 125.00
Professional Reports/Crystal Interface	\$ 1,250.00
Hosted Billing Pro (per transaction 1535)	\$ 39,603.00

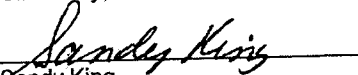
TOTAL \$ 74,494.00 *

Per company policy, we bill 30 days prior to the beginning of the maintenance period. We will continue to bill on an ongoing basis, unless you choose to cancel maintenance in its entirety. If you have any questions, please do not hesitate to contact us directly.

* This quote does not include any sales tax. Applicable sales tax will be charged additionally.

* This Quote is based on current configuration; any additional Software purchased will result in an increase in Maintenance.

Sincerely,


 Sandy King
 Accounting Operations Manager
 ZOLL Data Systems, Inc
 11802 Ridge Parkway, Suite 400
 Broomfield, CO 80021



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 Data Systems, Inc
 Broomfield, CO United States

Certificate Number:
 2019-441599

Date Filed:
 01/15/2019

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

Date Acknowledged:
 02/05/2019

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.
 13175
 Software Maintenance

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)