

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.
- 4. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- 5. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
- 6. **Understanding, Fair Construction.** By execution of this Second Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Second Amendment. This Second Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
- 7. **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 Second 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 Second 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.

FORT BEND COUNTY


County Judge KP George

KP George, County Judge

ZOLL DATA SYSTEMS, INC.

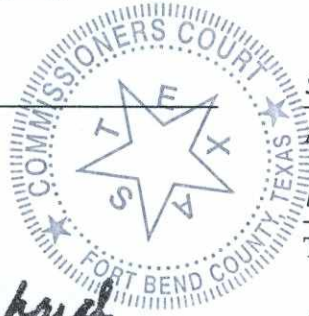


Sandy King

Authorized Agent – Signature

March 22, 2022

Date



Sandy King

Authorized Agent- Printed Name

Director of Operational Accounting

Title

ATTEST:




Laura Richard, County Clerk

March 9, 2022

Date

REVIEWED:



Robyn Doughtie

Information Technology Office

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 141,512.88 to accomplish and pay the obligation of Fort Bend County under this Agreement.



Robert Ed Sturdivant, County Auditor

Robert Ed Sturdivant, County Auditor

Exhibit I: ZOLL's Quote.

EXHIBIT I

10/27/2021

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

RE: Annual Quote for Hosted Service Fees

Dear Beverly:

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

Service Period Covered: 10/01/2021 – 09/30/2022

Product(s) Covered:

Hosted ePCR Premium	\$	40,769.88
Hosted ePCR Managed Services	\$	4,200.00
ZOLL Billing	\$	96,543.00
TOTAL	\$	141,512.88*

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 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 (303) 801-1856 or AccountsReivable@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.

Sincerely,

Kim Alpert

Kim Alpert
Contract Administration Supervisor
ZOLL Data Systems
11802 Ridge Pkwy, Ste 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**

Certificate Number:
2022-860180

Date Filed:
03/11/2022

Date Acknowledged:
03/22/2022

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

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.
13175
Hosted Services related to ePCR and Billing systems.

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)