

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

THIS THIRD AMENDMENT ("Third Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and ZOLL Data Systems, Inc. ("ZOLL"), a Delaware 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 the ZOLL Master Agreement ("Master Agreement"), on or about October 8, 2019, as amended by the first amendment to the Master Agreement dated March 2, 2021, and as amended by the second amendment to the Master Agreement dated March 22, 2022. The Master Agreement and subsequent amendments are hereinafter collectively referred to as the "Agreement." The Agreement is incorporated fully by reference as if set-forth verbatim below; and

WHEREAS, the Parties desire to amend the Agreement by execution of this Third Amendment to the Agreement as set forth below:

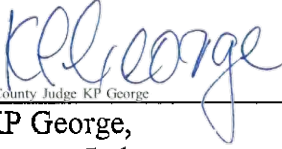
AMENDMENTS

1. **Scope of Services.** ZOLL shall continue to provide product and/or services as described in the Agreement and as provided in Exhibit "A" attached hereto and incorporated by reference for all intents and purposes. The Agreement is modified to update the ZOLL Billing line item quantity by an additional \$20,617.76 for payment of ZOLL's subscription services in accordance with the Agreement and Exhibit "A."
2. **Term.** The term of the Agreement shall not renew and expires no later than September 30, 2022, unless sooner terminated in accordance with the Agreement. Additionally, the Agreement may only renewed or extended upon written agreement by the Parties.
3. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been otherwise modified or amended.
4. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
5. **Understanding, Fair Construction.** By execution of this Third Amendment, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Third Amendment. This Third 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.

FORT BEND COUNTY, TEXAS




County Judge KP George
KP George,
County Judge

Date: September 27, 2022

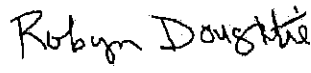


ATTEST:




Laura Richard,
County Clerk

REVIEWED:



Robyn Doughtie, Director
Fort Bend County Information Technology

ZOLL DATA SYSTEMS, INC.



Authorized Agent – Signature


Sandy King

Authorized Agent – Printed Name

Date: 9/16/2022

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 20,617.76 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.



Robert E. Sturdivant,
County Auditor

EXHIBIT A

(Follows Behind)

ZOLL | DATA SYSTEMS

11802 Ridge Parkway Suite 400
Broomfield, CO 80021

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
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Invoice Number	Customer Number	Invoice Date	Contract Number	PO Number	Payment Terms	Invoice Due Date
INV00119908	147191	07/01/2022	A-S00007973	210603	Net 30	07/31/2022

Charge Description	Service Period	Qty	Unit Price	Total
Hosted ePCR Premium (Per PCR/Month)	08/01/2022 - 08/31/2022	2,917	1.16	3,397.49
Hosted ePCR Managed Services (Per Month)	08/01/2022 - 08/31/2022	1	350.00	350.00
ZOLL Billing	08/01/2022 - 08/31/2022	1,893	4.25	8,045.25
Subtotal:				11,792.74
Discount:				0.00
Tax:				0.00
Gross Amount:				11,792.74
Invoice Balance:				11,792.74

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.

From: ZOLL Data Systems
Sent: Mon, 1 Aug 2022 12:15:11 -0700 (PDT)
To: ITApps.AP.EMS@FortBendCountyTX.gov; APAuditor@fortbendcountytexas.gov
Subject: Invoice INV00122148 is attached
Attachments: INV00122148_147191_08012022.pdf

Dear Robyn Doughtie,

Your invoice INV00122148 is available:

Invoice Due Date: 08/31/2022

Invoice Total Amount: 11,792.74 USD

Please do not reply to this email

If you have any questions, please contact us at accountsreceivable@zoll.com or 303-801-1856

Thank you for your business!

CAUTION	This email originated from outside of the organization. accountsreceivable@zoll.com Do not click links, open attachments, or respond unless you recognize the sender and know the content is safe. Please forward suspicious emails to the IT Service Desk.
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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
Fort Collins, CO United States

Certificate Number:
2022-934886

Date Filed:
09/16/2022

Date Acknowledged:
09/27/2022

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.

210603
Hosted Software System

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)