

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, ("County"), a body corporate and politic under the laws of the State of Texas, and ZOLL Data Systems, Inc., ("ZOLL"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the ZOLL Master Agreement, on or about October 8, 2019; and as amended on or about March 2, 2021, and March 22, 2022 (such amendments being the "First Amendment," and "Second Amendment," together with the ZOLL Master Agreement collectively referred to as the "Agreement"). The Agreement is incorporated fully by reference as if set-forth verbatim below; and

WHEREAS, ZOLL and its subsidiaries are the sole source provider of: RescueNet ePCR, and ZOLL Billing, as indicated by the letter attached as Exhibit "II" and incorporated fully by reference; and

NOW, THEREFORE, County and ZOLL desire to amend said Agreement as set forth below:

I.       Amendments

1. **Scope of Services.** ZOLL shall continue to provide product and/or services as described in ZOLL's Quote, attached as Exhibit "I" and incorporated fully by reference.
2. **Limit of Appropriation.** ZOLL's fees shall be calculated at the rates set forth in the attached Exhibit I, subject to adjustment as provided in Section 7.2 of the ZOLL Master Agreement. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit I is \$141,512.88 per year beginning October 1, 2022, except as provided in Section 7.2 of the ZOLL Master Agreement. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order, except as provided in Section 7.2 of the ZOLL Master Agreement. Taxes are not included in ZOLL's fees; County claims tax exempt status.
3. **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.
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 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.
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 Third 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 Third 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.**



Authorized Agent – Signature

November 22, 2022

Date



ATTEST:



Laura Richard, County Clerk

Sandy King

Authorized Agent- Printed Name

Director of Operational Accounting

Title

10/24/2022

Date

REVIEWED:



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

Exhibit I: ZOLL's Quote; and

Exhibit II: Sole Source Letter

# EXHIBIT I

02/11/2022

Customer Acct# 147191  
Contract# A-S00007973  
Fort Bend County  
500 Liberty St  
Richmond, TX, 77469

RE: Annual Quote for Hosted Service Fees

Dear Jonathan:

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

**Service Period Covered:** 10/01/2022 - 09/30/2023

**Product(s) Covered:**

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

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,



Angela Knudsen  
Sr Contract Administrator  
ZOLL Data Systems  
11802 Ridge Parkway  
Suite 400  
Broomfield, CO 80021

# EXHIBIT II



11802 Ridge Parkway  
Suite 400  
Broomfield, CO 80021-5059

303.801.0000 (*main*)  
303.801.0001 (*fax*)  
[www.zolldata.com](http://www.zolldata.com)

October 19, 2022

Fort Bend County EMS  
301 Jackson  
EMS PAS  
Richmond, TX 77469

Ladies and Gentlemen:

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

- RescueNet ePCR
- ZOLL Billing

If you have any questions or need additional information, please feel free to contact Sandy King at [Skings@zoll.com](mailto:Skings@zoll.com)

Best regards,

**ZOLL DATA SYSTEMS, INC.**

By: *Sandy King*  
Name: Sandy King  
Title: Director of Operational Accounting

# 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:**  
2022-948018

**Date Filed:**  
10/24/2022

**Date Acknowledged:**  
11/22/2022

**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.**

ZOLL Data Systems, Inc.  
Third Amendment to ZOLL Master Agreement in the amount of \$141,512.88 for FY2022 with provided Sole-Source letter

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)