

THIS ADDENDUM TO THIRD AMENDMENT ("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., ("ZOLL"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

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, March 22, 2022, and November 22, 2022 (such amendments being the “First Amendment,” “Second Amendment,” and “Third 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

I. Amendments

1. **Scope of Services.** ZOLL shall continue to provide product and/or services as described in the Agreement.
2. **Limit of Appropriation.** As provided by Section 7.2 of the ZOLL Master Agreement, ZOLL's fees are subject to adjustment based on quantity, and the parties seek to revise the amount of compensation paid to ZOLL due to increase use of ZOLL's product and/or services by County. ZOLL's monthly fees and audit adjustment will be calculated at the rates set forth in ZOLL's Invoices (Invoices # INV00127276 and # INV00127275), collectively attached as Exhibit "I" and incorporated fully by reference. The Maximum Compensation for the performance of Services is hereby increased to an amount not to exceed One Hundred Seventy-Eight Thousand, Five Hundred Sixty-Eight Dollars and 13/100 (\$178,568.13), authorized as follows:
 \$141,512.88 under the Agreement; and
 \$37,055.25 under this Addendum
In no case shall the amount paid by County for all Services under the Agreement and this Addendum exceed this Maximum Compensation without an agreement executed by the parties.
3. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been 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 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.
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.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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 Addendum is effective upon execution by all parties.

FORT BEND COUNTY

KP George

County Judge KP George

KP George, County Judge

ZOLL DATA SYSTEMS, INC.

[Signature]

Authorized Agent – Signature

March 28, 2023

Date



H B Newton

Authorized Agent- Printed Name

CFD

Title

3/1/23

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk

REVIEWED:

Robyn Doughtie

Information Technology Office

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 178,568.13 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit I: ZOLL's Invoices (Invoices # INV00127276 and # INV00127275)

EXHIBIT I

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
INV00127275	147191	10/05/2022	A-S00007973	210603	Net 30	11/04/2022

Charge Description	Service Period	Qty	Unit Price	Total
ZOLL Billing - 12 Month Adjustment for annual audit of claim volume for the period of 10/1/21-9/30/22. An overage of 4,465 was discovered for this 12-month period.	10/1/2021 - 09/30/2022	4,465	4.05	18,083.25
Subtotal:				18,083.25
Discount:				0.00
Tax:				0.00
Gross Amount:				18,083.25
Invoice Balance:				18,083.25

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.

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

Invoice Number	Customer Number	Invoice Date	Contract Number	PO Number	Payment Terms	Invoice Due Date
INV00127276	147191	10/05/2022	A-S00007973	210603	Net 30	11/04/2022

Charge Description	Service Period	Qty	Unit Price	Total
ZOLL Billing	10/01/2022 - 10/31/2022	2,265	4.25	9,626.25
ZOLL Billing	11/01/2022 - 11/30/2022	2,265	4.25	9,626.25
ZOLL Billing Credit	11/01/2022 - 11/30/2022	1,893	4.25	- 8,045.25
ZOLL Billing Credit	10/01/2022 - 10/31/2022	1,893	4.25	- 8,045.25
Subtotal:				3,162.00
Discount:				0.00
Tax:				0.00
Gross Amount:				3,162.00
Invoice Balance:				3,162.00

PO: 220158
RCVR: 649728
C. Valencia 12/09/22

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.

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:
2023-993100

Date Filed:
03/09/2023

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:
03/28/2023

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.
23-IT-100232-A1 – ADDENDUM to 3rd amendment to Zoll Master Agreement between Fort Bend County and Zoll Data Systems, Inc.

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)