

STATE OF TEXAS                   §  
                                           §  
 COUNTY OF FORT BEND         §

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

THIS FOURTH AMENDMENT ("Fourth 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, March 22, 2022, November 22, 2022, and on March 28, 2023, (such amendments being the "First Amendment," "Second Amendment," "Third Amendment," and "Addendum to 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

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

I.       Amendments

1. **Scope of Services.** The County will increase the Limit of Appropriation by \$4,070.52 to provide for payment for previously agreed-upon services from ZOLL under the Agreement, as included in ZOLL's Invoice, attached as Exhibit "I" and incorporated fully by reference.
2. **Limit of Appropriation.** The Maximum Compensation for the performance of Services is hereby increased to an amount not to exceed One Hundred Eighty-Two Thousand, Six Hundred Thirty-Eight Dollars and 65/100 (\$182,638.65), authorized as follows:
  - \$178,568.13 under the Agreement; and
  - \$4,070.52 under this Fourth Amendment
 In no case shall the amount paid by County for all Services under the Agreement and this Fourth Amendment 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.

IN WITNESS WHEREOF, this Fourth 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 Fourth 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. This Fourth Amendment is effective upon execution by all parties.

FORT BEND COUNTY

*Grady Prestage*

Grady Prestage, Commissioner Precinct 2  
Presiding Officer of Commissioners Court  
on November 21, 2023

\_\_\_\_\_  
Date

ATTEST:

*Laura Richard*  
\_\_\_\_\_  
Laura Richard, County Clerk

REVIEWED:

*Robyn Doughtie*  
\_\_\_\_\_  
Information Technology Office

ZOLL DATA SYSTEMS, INC.

*Sandy King*  
\_\_\_\_\_  
Authorized Agent - Signature

*Sandy King*  
\_\_\_\_\_  
Authorized Agent- Printed Name

*Director of Operational Accounting*  
\_\_\_\_\_  
Title

*10/26/23*  
\_\_\_\_\_  
Date



**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 182,638.65 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 Invoice

# EXHIBIT I

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P.O. # 220158  
 Rec # 676579  
 L. Hernandez  
 7/7/2023

**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**

<b>BILL TO:</b>	Fort Bend County Robyn Doughtie 301 Jackson, Suite 533 Richmond, TX 77469	<b>SOLD TO:</b>	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
INV00147287	147191	07/03/2023	A-S00007973	220158	Net 30	08/02/2023

Charge Description	Service Period	Qty	Unit Price	Total
Hosted ePCR Premium (Per PCR/Month)	08/01/2023 - 08/31/2023	3,500	1.16	4,075.91
Hosted ePCR Managed Services (Per Month)	08/01/2023 - 08/31/2023	1	350.00	350.00
ZOLL Billing	08/01/2023 - 08/31/2023	2,265	4.25	9,626.25
<b>Subtotal:</b>				<b>14,052.16</b>
<b>Discount:</b>				<b>0.00</b>
<b>Tax:</b>				<b>0.00</b>
<b>Gross Amount:</b>				<b>14,052.16</b>
<b>Invoice Balance:</b>				<b>14,052.16</b>

**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](mailto:Accountsreceivable@zoll.com), or call 303-801-1856.

We appreciate your business and look forward to assisting with any questions or concerns.

5. **Understanding, Fair Construction.** By execution of this Fourth Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Fourth Amendment. This Fourth 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.

(Execution Page Follows)

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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  
 Broomfield, CO United States

**Certificate Number:**  
 2023-1089237

**Date Filed:**  
 10/30/2023

**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:**  
 11/21/2023

**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.**  
 13175  
 Hosted ePCR Subscription

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)