

- 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 Fifth Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Fifth Amendment. This Fifth 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)

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IN WITNESS WHEREOF, this Fifth 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 Fifth 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 Fifth Amendment is effective as of October 1, 2023.

FORT BEND COUNTY

ZOLL DATA SYSTEMS, INC.



KP George, County Judge



Authorized Agent – Signature

12.5.23
Date



Sandy King
Authorized Agent- Printed Name
Director of Operational Accounting
Title

ATTEST:



Laura Richard, County Clerk

11/28/2023
Date

REVIEWED:



Information Technology Office

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 160,765.61 to accomplish and pay the obligation of Fort Bend County under this Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit I: ZOLL's Quote, dated November 2, 2023.

EXHIBIT I

11/02/2023

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

RE: Annual Quote for Hosted Service Fees

Dear Bini:

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: 10/01/2023 – 09/30/2024

Product(s) Covered:

Hosted ePCR Premium	\$	50,052.20
Hosted ePCR Managed Services	\$	4,298.00
ZOLL Billing	\$	106,415.41
TOTAL	\$	160,765.61*

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,

Jennifer Whitehead

Jennifer Whitehead
Contract Administration Supervisor
ZOLL Data Systems
11802 Ridge Pkwy, Ste 400
Broomfield, CO 80021

