

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

THIS FIFTH AMENDMENT ("Fifth 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, March 28, 2023, and November 21, 2023 (such amendments being the “First Amendment,” “Second Amendment,” “Third Amendment” and “Addendum to Third Amendment”, and “Fourth 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.** ZOLL shall continue to provide product and/or services as described in ZOLL's Quote, dated November 2, 2023, 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 \$160,765.61 for the Service Period from October 1, 2023 – September 30, 2024, 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 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)

(Remainder of Page Intentionally Left Blank)


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

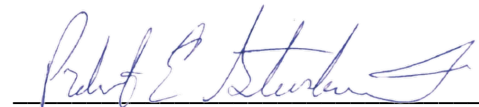
REVIEWED:



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

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:
2023-1096466

Date Filed:
11/20/2023

Date Acknowledged:
12/05/2023

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

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
24-IT-100250 -5th Amendment to ZOLL Master Agreement between Fort Bend County and ZOLL Data Systems, Inc. for FY2024

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)