

**THIRD AMENDMENT TO
FORT WORTH CITY SECRETARY CONTRACT NO. 57009**

This Third Amendment to Fort Worth City Secretary Contract No. 57009 (“Third Amendment”) is made by and between the **City of Fort Worth** (“City”), a Texas home-rule municipal corporation acting by and through its duly authorized Assistant City Manager, and **ZOLL Medical Corporation** (“Vendor”), a Massachusetts corporation acting by and through its duly authorized representative. City and Vendor are individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, on January 18, 2022, the Parties entered into an Agreement identified as Fort Worth City Secretary Contract No. 57009 (“Agreement”);

WHEREAS, the Agreement allows four (4) one-year renewal options if mutually agreed upon by the Parties;

WHEREAS, the Parties renewed the Agreement for all four (4) renewals with terms of January 18, 2023 to January 17, 2024, January 18, 2024 to January 17, 2025, January 18, 2025 to January 17, 2026, and January 18, 2026 to January 17, 2027;

WHEREAS, on December 14, 2022, the Parties also amended the Agreement with its First Amendment to increase the total annual compensation from \$77,902.35 to a not-to-exceed amount of \$99,739.50;

WHEREAS, on April 25, 2024, the Parties also amended the Agreement with its Second Amendment to increase the total annual compensation from \$99,739.50 to a not-to-exceed amount of \$150,000.00;

WHEREAS, it is the collective desire of the Parties to amend the Agreement with its Third Amendment to increase the total annual compensation from \$150,000.00 to a new total not-to-exceed amount of \$350,000.00 as authorized by **M&C 26-XXXX**; and

WHEREAS, the Parties further desire to amend the Agreement to incorporate the attached Exhibit B and its terms into the Agreement.

NOW, THEREFORE, City and Vendor do hereby agree to the following:

I.
AMENDMENTS TO AGREEMENT

The following terms are hereby amended to replace the corresponding terms in the Agreement or shall be added to the terms and shall be binding and enforceable as if it was originally included therein, and the amended agreement shall be referred to as the Contract/Agreement in all future documents:

3. **Compensation.** City shall pay Vendor in accordance with the provisions of this Agreement, including Exhibit "B," Price Schedule, on a unit-of-service basis. Total annual payments made under this Agreement by City will be based on the units of service actually requested by City and provided by Vendor and shall be in an amount not to exceed three hundred fifty thousand dollars (\$350,000.00) at the per-unit prices indicated in Exhibit B. Vendor shall not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

The Exhibit B, attached to this Agreement, is hereby added to the Agreement and incorporated herein as if originally attached thereto.

II.

ALL OTHER TERMS SHALL REMAIN THE SAME

All terms, provisions, conditions, covenants, and recitals of the Agreement that are not expressly amended herein shall remain in full force and effect.

III.

ELECTRONIC SIGNATURE

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment, to be effective the day the Assistant City Manager signs it.

ACCEPTED AND AGREED:

<p>CITY OF FORT WORTH</p> <p>By: _____ Name: William Johnson Title: Assistant City Manager</p> <p>Date: _____</p> <p>APPROVAL RECOMMENDED:</p> <p>By: _____ Name: Raymond Hill Title: Interim Fire Chief</p> <p>ATTEST:</p> <p>By: _____ Name: Jannette S. Goodall Title: City Secretary</p>	<p>CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: Brenda Ray Title: Fire/EMS Purchasing Manager</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: _____ Name: Taylor Paris Title: Sr. Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION: M&C: Date Approved:</p> <p>Form 1295 Certification No.:</p>
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VENDOR:

<p>ZOLL MEDICAL CORPORATION</p> <p>By: _____ Name: Steve Benjamin Title: Executive Vice President</p> <p>Date: _____</p>

EXHIBIT B



EXPERTCARE EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Fort Worth Fire/EMS (Customer # 162959)

ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

Attn: Shaun Curtis (817) 980-3199 / shaun.curtis@fortworthtexas.gov

Bill To: Fort Worth Fire/EMS
505 W. Felix Street
Fort Worth, TX 76116

Ship To: Fort Worth Fire/EMS
2900 Alta Mere Drive
Fort Worth, TX 76116

From: Catherine Santos
Service Contracts
978-421-9760 / csantos@zoll.com

QUOTATION: 00045239
Quote Date: February 3, 2026
Quote Pricing: Valid for 60 Days

PM Contact: Shaun Curtis - (817) 980-3199 shaun.curtis@fortworthtexas.gov

X Series

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89011-WF	<p>Professional Defibrillators/Monitors - Worry-Free Service Plan - 1 Year On-Site</p> <p>X Series - Worry-Free Service Plan - 1 Year On-Site. Includes: Annual preventive maintenance, Repairs: Parts and labor per ZOLL Limited Product Warranty, SurePower Battery replacement upon verified failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner upon request during device service, and no charge shipping.</p> <p>Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.</p> <p>Serial Number(s): AR17I026744,AR17I026903 AR17I027024,AR17I027026 AR17I027027,AR17I027037 AR17I027038,AR17I027046 AR17I027048,AR17I027051 AR17I027062,AR17I027115 AR17I027116,AR17I027118 AR17I027119,AR17I027121 AR17I027122,AR17I027123 AR17I027124,AR17I027125 AR17I027127,AR17I027128 AR17I027130,AR17I027132 AR17I027133,AR17I027134 AR17I027135,AR17I027136 AR17I027137,AR17I027138 AR17I027139,AR17I027141 AR17I027142,AR17I027143 AR17I027144,AR17I027145 AR17I027147,AR17I027148 AR17I027149,AR17I027151 AR17I027153,AR17I027155 AR17I027156,AR17I027157 AR17I027158,AR17I027160 AR17I027161,AR17I027163 AR17I027165,AR17I027168 AR17I027169,AR17I027176 AR17I027181,AR17I027183 AR17I027184,AR17I027187 AR17I027188,AR17I027190 AR17I027192,AR17I027196 AR17I027238,AR17I027241 AR17I027250,AR17I027260 AR17I027262,AR18E031796 AR17I026704,AR17I027021 AR17I027032,AR17I027092</p>	03/01/2026 to 02/28/2027	70	\$2,355.00	\$1,884.00	\$131,880.00



EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Fort Worth Fire/EMS(Customer # 162959)

Quote No: 00045239 Continued

ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

X Series							
Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price	
8889-89011-WF	Professional Defibrillators/Monitors - Worry-Free Service Plan - 1 Year On-Site X Series - Worry-Free Service Plan - 1 Year On-Site. Includes: Annual preventive maintenance, Repairs: Parts and labor per ZOLL Limited Product Warranty, SurePower Battery replacement upon verified failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner upon request during device service, and no charge shipping. Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website. Serial Number(s): AR20A045607,AR20G049547 AR20G049548,AR22H069864 AR23E076333,AR23F076455 AR23F076660,AR23F076817 AR23F076830,AR23F076833 AR24E083889,AR24E083913 AR24E083916,AR24E084166 AR24E084232,AR24E084245 AR24E084258,AR24E084277 AR24E084309	03/01/2026 to 02/28/2027	19	\$2,355.00	\$1,884.00	\$35,796.00	
						TOTAL:	\$167,676.00

COMMENTS:

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30 after ZOLL Medical Corporation invoice date.
3. If PM's are purchased or applicable: PM work will be scheduled 60-90 days after the agreement is signed.

TERMS & CONDITIONS: The terms and conditions of this contract are set forth in the [ExpertCare Service Plan Terms & Conditions](https://www.zoll.com/en/About/Corporate-Governance-and-Responsibilities/orderterms) which can be found at <https://www.zoll.com/en/About/Corporate-Governance-and-Responsibilities/orderterms>. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.

Fort Worth Fire/EMS

Authorized Signature:

Print Name _____

Title: _____

Date: _____