

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ADDENDUM TO PROCARE PROPOSAL AND SERVICE AGREEMENT BETWEEN
STRYKER CORPORATION AND FORT BEND COUNTY**

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "Customer"), a body corporate and politic under the laws of the State of Texas, and Stryker Sales Corporation, through its Medical Division, (hereinafter "Stryker"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain PROCARE PROPOSAL AND SERVICE AGREEMENT (hereinafter the "Agreement"), subject to the changes herein, attached hereto as Exhibit "A" and incorporated by reference;

WHEREAS, Contractor represents that it is qualified and desires to perform such services;
and

WHEREAS, the following changes are incorporated as if a part of the Agreement and shall supersede any contrary language contained in Exhibit A:

1. **Services.** Contractor shall provide the equipment services without delay as described in the ProCare Services Proposal, attached as Exhibit A, and incorporated by reference.
2. **Term.** Services shall be provided effective 08/01/2021 and shall terminate no later than 07/31/2022. This Agreement shall not automatically renew, but may be renewed by written agreement of the parties.
3. **Maximum Compensation.** Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is fifty-three thousand, seventeen and 00/100 dollars (\$53,017.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
4. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by the County under the Agreement, the County shall notify all necessary parties that the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the County.
5. **Taxes.** Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
6. **Confidential Information.** Stryker expressly acknowledges that Customer is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the

contrary, Customer will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to Customer by Stryker shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

7. **Indemnity.** The Parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Stryker for any reason are hereby deleted.
8. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the Customer's sovereign immunity.
9. **Limitation on Liability.** The parties agree that in no instance will either party be liable to the other party for incidental, special or consequential damages.
10. **Attorney Fees.** County does not agree to pay any and/or all attorney fees or litigations expenses incurred by Contractor in any way associated with the Agreement.
11. **Ownership.** Upon payment of invoice, County shall own the equipment. Therefore, any restriction on resale to third parties is hereby deleted.
12. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Stryker verifies that Stryker does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - B. Texas Government Code Section 2252.152 Acknowledgment: By signature below, Stryker represents pursuant to Section 2252.152 of the Texas Government Code, that Stryker is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
13. **Conflict.** In the event there is a conflict between this Addendum and the attached Exhibits, this Addendum controls to the extent of the conflict.
14. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, STRYKER ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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 exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

ATTEST:

Laura Richard, County Clerk

Date

STRYKER MEDICAL (A DIVISION OF STRYKER CORPORATION)

Tom Tackabury

Authorized Agent- Signature

Tom Tackabury

Authorized Agent- Printed Name

Sr. Sales Manager

Title

4/8/2021

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

ATTACHMENTS:

EXHIBIT A: PROCARE PROPOSAL AND SERVICE AGREEMENT DATED 5/18/2021

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EXHIBIT A

PROCARE PROPOSAL AND
SERVICE AGREEMENT
DATED 5/18/2021

Sales Rep Name: Tim Garza
ProCare Service Rep: Jason Evans

3800 E. Centre Ave
Portage, MI 49009

Date: 5/18/2021
ID #: 210518082214

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1077940
Shipping Acct Num: 1077940
Account Name: Fort Bend County EMS
Account Address: 4332 Highway 36 S
City, State Zip: Rosenberg, TX 77471

Name: Rita Graeber
Title: Deputy Chief
Phone: 271-633-7088
Email: rita.graeber@fortbendcountytexas.gov

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6082	Manual Cots	EMS Prevent NB	1	1		\$657.00
2	6252	Stair Chair	EMS Prevent NB	25	1		\$5,900.00
3	6390	Power-LOAD	EMS Prevent	9	1		\$15,579.00
4	6392	Performance-LOAD	EMS Prevent NB	8	1		\$5,560.00
5	6506	Power Cots	EMS Prevent	16	1		\$21,088.00
6	6506	Power Cots	EMS PM Only	17	1		\$4,233.00

PROGRAM INCLUDES:**EMS Prevent NB:**

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service and product equipment checklists.
*Replacement parts do not include mattresses, batteries, and other Disposable or expendable parts.

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*Includes unscheduled service
*Includes battery replacement
*Includes product equipment checklists.
*Replacement parts do not include mattresses, and other Disposable or expendable parts.

EMS PM Only:

*Includes 1 annual PM only.

Unless otherwise stated on contract, payment is expected upfront.

ProCare Total	\$53,017.00
FINAL TOTAL	\$53,017.00

Start Date: 8/1/2021
End Date: 7/31/2022

Tom Tackabury 4/8/2021
Stryker Signature Date

Customer Signature Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at
<https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

SERIAL NUMBER SHEET

Item No.	Model	Serial Number	Program
1	6082	100439756	EMS Prevent NB
2	6252	2002010000131	EMS Prevent NB
3	6252	170241784	EMS Prevent NB
4	6252	170241785	EMS Prevent NB
5	6252	170241786	EMS Prevent NB
6	6252	170241787	EMS Prevent NB
7	6252	170241788	EMS Prevent NB
8	6252	180239911	EMS Prevent NB
9	6252	180239912	EMS Prevent NB
10	6252	180239913	EMS Prevent NB
11	6252	180239914	EMS Prevent NB
12	6252	180239915	EMS Prevent NB
13	6252	180239916	EMS Prevent NB
14	6252	180239917	EMS Prevent NB
15	6252	180239918	EMS Prevent NB
16	6252	180239919	EMS Prevent NB
17	6252	1905010000032	EMS Prevent NB
18	6252	1905010000033	EMS Prevent NB
19	6252	1905010000034	EMS Prevent NB
20	6252	1905010000035	EMS Prevent NB
21	6252	1905010000036	EMS Prevent NB
22	6252	1905010000037	EMS Prevent NB
23	6252	1905010000038	EMS Prevent NB
24	6252	1905010000039	EMS Prevent NB
25	6252	1905010000040	EMS Prevent NB
26	6252	1908010000068	EMS Prevent NB
27	6390	170140795	EMS Prevent
28	6390	1903003400305	EMS Prevent
29	6390	1903003400306	EMS Prevent
30	6390	1903003400307	EMS Prevent
31	6390	1903003400308	EMS Prevent
32	6390	2003003400139	EMS Prevent
33	6390	2003003400140	EMS Prevent
34	6390	2003003400141	EMS Prevent
35	6390	2003003400142	EMS Prevent
36	6392	2017000800060	EMS Prevent NB
37	6392	2017000800061	EMS Prevent NB
38	6392	2017000800062	EMS Prevent NB
39	6392	2017000800063	EMS Prevent NB
40	6392	2018000800006	EMS Prevent NB
41	6392	2018000800007	EMS Prevent NB
42	6392	2018000800008	EMS Prevent NB
43	6392	2018000800009	EMS Prevent NB
44	6506	110840470	EMS Prevent
45	6506	120339036	EMS Prevent
46	6506	140941271	EMS Prevent
47	6506	150139290	EMS Prevent
48	6506	150139291	EMS Prevent
49	6506	160139762	EMS Prevent
50	6506	160139763	EMS Prevent
51	6506	160139764	EMS Prevent
52	6506	170241400	EMS Prevent
53	6506	170241499	EMS Prevent
54	6506	170241500	EMS Prevent
55	6506	170241501	EMS Prevent
56	6506	180139895	EMS Prevent
57	6506	180139896	EMS Prevent
58	6506	180139897	EMS Prevent
59	6506	180139898	EMS Prevent
60	6506	2003003500063	EMS PM Only
61	6506	2003003500064	EMS PM Only

62	6506	2003003500065	EMS PM Only
63	6506	2003003500066	EMS PM Only
64	6506	2003003500067	EMS PM Only
65	6506	2003003500068	EMS PM Only
66	6506	2003003500069	EMS PM Only
67	6506	2003003500024	EMS PM Only
68	6506	2010020700002	EMS PM Only
69	6506	2010020700096	EMS PM Only
70	6506	2010020700102	EMS PM Only
71	6506	2010020700151	EMS PM Only
72	6506	2102020700004	EMS PM Only
73	6506	2103020700001	EMS PM Only
74	6506	2103020700013	EMS PM Only
75	6506	2103020700020	EMS PM Only
76	6506	2103020700029	EMS PM Only

Purchase Order Form

stryker®

Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 210518082214

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	1077940
Company Name	
Contact or Department	
Street Address	
Addtl Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	1077940
Company Name	Fort Bend County EMS
Contact or Department	Rita Graeber
Street Address	4332 Highway 36 S
Addtl Address Line	
City, ST ZIP	Rosenberg, TX 77471
Phone	271-633-7088

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number 210518082214

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.