

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 08/01/2022 and shall terminate no later than 07/31/2023. 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 eighty-one thousand, one hundred fifty-eight and 50/100 dollars (\$81,158.50). 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.

{Execution page to follow}

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

STRYKER MEDICAL (A DIVISION OF STRYKER CORPORATION)

\_\_\_\_\_  
KP George, County Judge

*Tom Tackabury*  
\_\_\_\_\_  
Authorized Agent- Signature

ATTEST:

Tom Tackabury  
Authorized Agent- Printed Name

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

Sr. Sales Manager  
Title

\_\_\_\_\_  
Date

6/9/22  
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 5/25/2022

*i:\agreements\2022 agreements\purchasing\ems\stryker (10-ems-500005-a12)\addendum.stryker medical.ems (kcj -06.03.2022) v2 06.09.2022*

EXHIBIT A

PROCARE PROPOSAL AND  
SERVICE AGREEMENT  
DATED 5/25/2022

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

3800 E. Centre Ave  
 Portage, MI 49009

Date: 5/25/2022  
 ID #: 220525112940

**PROCARE PROPOSAL SUBMITTED TO:**

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

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

**PROCARE COVERAGE**

Item No.	Model Number	Model Description	Serial Number	ProCare Program	Qty	Yrs				Total
1	6252	Stair Chair	170241784	EMS Prevent NB	1	1				\$253.00
2	6252	Stair Chair	170241785	EMS Prevent NB	1	1				\$253.00
3	6252	Stair Chair	170241786	EMS Prevent NB	1	1				\$253.00
4	6252	Stair Chair	170241787	EMS Prevent NB	1	1				\$253.00
5	6252	Stair Chair	170241788	EMS Prevent NB	1	1				\$253.00
6	6252	Stair Chair	180239911	EMS Prevent NB	1	1				\$253.00
7	6252	Stair Chair	180239912	EMS Prevent NB	1	1				\$253.00
8	6252	Stair Chair	180239913	EMS Prevent NB	1	1				\$253.00
9	6252	Stair Chair	180239914	EMS Prevent NB	1	1				\$253.00
10	6252	Stair Chair	180239915	EMS Prevent NB	1	1				\$253.00
11	6252	Stair Chair	180239916	EMS Prevent NB	1	1				\$253.00
12	6252	Stair Chair	180239917	EMS Prevent NB	1	1				\$253.00
13	6252	Stair Chair	180239918	EMS Prevent NB	1	1				\$253.00
14	6252	Stair Chair	180239919	EMS Prevent NB	1	1				\$253.00
15	6252	Stair Chair	190501000032	EMS Prevent NB	1	1				\$253.00
16	6252	Stair Chair	190501000033	EMS Prevent NB	1	1				\$253.00
17	6252	Stair Chair	190501000034	EMS Prevent NB	1	1				\$253.00
18	6252	Stair Chair	190501000035	EMS Prevent NB	1	1				\$253.00
19	6252	Stair Chair	190501000036	EMS Prevent NB	1	1				\$253.00
20	6252	Stair Chair	190501000037	EMS Prevent NB	1	1				\$253.00
21	6252	Stair Chair	190501000038	EMS Prevent NB	1	1				\$253.00
22	6252	Stair Chair	190501000039	EMS Prevent NB	1	1				\$253.00
23	6252	Stair Chair	190501000040	EMS Prevent NB	1	1				\$253.00
24	6252	Stair Chair	190801000068	EMS Prevent NB	1	1				\$253.00
25	6252	Stair Chair	2002010000131	EMS Prevent NB	1	1				\$253.00
26	6390	Power-LOAD	170140795	EMS Prevent	1	1				\$1,852.00
27	6390	Power-LOAD	1903003400305	EMS Prevent	1	1				\$1,852.00
28	6390	Power-LOAD	1903003400306	EMS Prevent	1	1				\$1,852.00
29	6390	Power-LOAD	1903003400307	EMS Prevent	1	1				\$1,852.00
30	6390	Power-LOAD	1903003400308	EMS Prevent	1	1				\$1,852.00
31	6390	Power-LOAD	2003003400139	EMS Prevent	1	1				\$1,852.00
32	6390	Power-LOAD	2003003400140	EMS Prevent	1	1				\$1,852.00
33	6390	Power-LOAD	2003003400141	EMS Prevent	1	1				\$1,852.00
34	6390	Power-LOAD	2003003400142	EMS Prevent	1	1				\$1,852.00
35	6390	Power-LOAD	2104012400272	EMS Prevent	1	1				\$1,852.00
36	6390	Power-LOAD	2104012400274	EMS Prevent	1	1				\$1,852.00
37	6390	Power-LOAD	2104012400275	EMS Prevent	1	1				\$1,852.00
38	6390	Power-LOAD	2105012400096	EMS Prevent	1	1				\$1,852.00
39	6390	Power-LOAD	2105012400102	EMS Prevent	1	1				\$1,852.00
40	6390	Power-LOAD	2107012400252	EMS Prevent	1	1				\$1,852.00
41	6392	Performance-LOAD	2017000800060	EMS Prevent NB	1	1				\$744.00
42	6392	Performance-LOAD	2017000800061	EMS Prevent NB	1	1				\$744.00
43	6392	Performance-LOAD	2017000800062	EMS Prevent NB	1	1				\$744.00
44	6392	Performance-LOAD	2017000800063	EMS Prevent NB	1	1				\$744.00
45	6392	Performance-LOAD	2018000800006	EMS Prevent NB	1	1				\$744.00
46	6392	Performance-LOAD	2018000800007	EMS Prevent NB	1	1				\$744.00
47	6392	Performance-LOAD	2018000800008	EMS Prevent NB	1	1				\$744.00
48	6392	Performance-LOAD	2018000800009	EMS Prevent NB	1	1				\$744.00
49	6506	Power Cots	140941271	EMS Prevent	1	1				\$1,410.00
50	6506	Power Cots	150139290	EMS Prevent	1	1				\$1,410.00
51	6506	Power Cots	150139291	EMS Prevent	1	1				\$1,410.00
52	6506	Power Cots	160139762	EMS Prevent	1	1				\$1,410.00
53	6506	Power Cots	160139763	EMS Prevent	1	1				\$1,410.00
54	6506	Power Cots	160139764	EMS Prevent	1	1				\$1,410.00
55	6506	Power Cots	170241400	EMS Prevent	1	1				\$1,410.00

56	6506	Power Cots	170241499	EMS Prevent	1	1				\$1,410.00
57	6506	Power Cots	170241500	EMS Prevent	1	1				\$1,410.00
58	6506	Power Cots	170241501	EMS Prevent	1	1				\$1,410.00
59	6506	Power Cots	180139895	EMS Prevent	1	1				\$1,410.00
60	6506	Power Cots	180139896	EMS Prevent	1	1				\$1,410.00
61	6506	Power Cots	180139897	EMS Prevent	1	1				\$1,410.00
62	6506	Power Cots	180139898	EMS Prevent	1	1				\$1,410.00
63	6506	Power Cots	2003003500024	EMS Prevent	1	1				\$1,410.00
64	6506	Power Cots	2003003500063	EMS Prevent	1	1				\$1,410.00
65	6506	Power Cots	2003003500064	EMS Prevent	1	1				\$1,410.00
66	6506	Power Cots	2003003500065	EMS Prevent	1	1				\$1,410.00
67	6506	Power Cots	2003003500066	EMS Prevent	1	1				\$1,410.00
68	6506	Power Cots	2003003500067	EMS Prevent	1	1				\$1,410.00
69	6506	Power Cots	2003003500068	EMS Prevent	1	1				\$1,410.00
70	6506	Power Cots	2003003500069	EMS Prevent	1	1				\$1,410.00
71	6506	Power Cots	2010020700096	EMS Prevent	1	1				\$1,269.00
72	6506	Power Cots	2010020700102	EMS Prevent	1	1				\$1,269.00
73	6506	Power Cots	2010020700151	EMS Prevent	1	1				\$1,269.00
74	6506	Power Cots	2010020700002	EMS Prevent	1	1				\$1,269.00
75	6506	Power Cots	2102020700004	EMS Prevent	1	1				\$1,057.50
76	6506	Power Cots	2103020700001	EMS Prevent	1	1				\$987.00
77	6506	Power Cots	2103020700029	EMS Prevent	1	1				\$987.00
78	6506	Power Cots	2103020700013	EMS Prevent	1	1				\$987.00
79	6506	Power Cots	2103020700020	EMS Prevent	1	1				\$987.00

**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.

**EMS Prevent:**

- \*Includes parts, labor, travel
- \*Includes 1 annual PM inspection
- \*Includes unscheduled service

Unless otherwise stated on contract, payment is expected upfront.

ProCare Total	\$81,158.50
<b>FINAL TOTAL</b>	<b>\$81,158.50</b>

Start Date: 8/1/2022  
End Date: 7/31/2023

\_\_\_\_\_  
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

**This is not an invoice. A physical invoice will be mailed.**  
**Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308**

**COMMENTS:**

Please email signed Proposal and Purchase Order to [procarecoordinators@stryker.com](mailto: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	6252	170241784	EMS Prevent NB
2	6252	170241785	EMS Prevent NB
3	6252	170241786	EMS Prevent NB
4	6252	170241787	EMS Prevent NB
5	6252	170241788	EMS Prevent NB
6	6252	180239911	EMS Prevent NB
7	6252	180239912	EMS Prevent NB
8	6252	180239913	EMS Prevent NB
9	6252	180239914	EMS Prevent NB
10	6252	180239915	EMS Prevent NB
11	6252	180239916	EMS Prevent NB
12	6252	180239917	EMS Prevent NB
13	6252	180239918	EMS Prevent NB
14	6252	180239919	EMS Prevent NB
15	6252	190501000032	EMS Prevent NB
16	6252	190501000033	EMS Prevent NB
17	6252	190501000034	EMS Prevent NB
18	6252	190501000035	EMS Prevent NB
19	6252	190501000036	EMS Prevent NB
20	6252	190501000037	EMS Prevent NB
21	6252	190501000038	EMS Prevent NB
22	6252	190501000039	EMS Prevent NB
23	6252	190501000040	EMS Prevent NB
24	6252	190801000068	EMS Prevent NB
25	6252	2002010000131	EMS Prevent NB
26	6390	170140795	EMS Prevent
27	6390	1903003400305	EMS Prevent
28	6390	1903003400306	EMS Prevent
29	6390	1903003400307	EMS Prevent
30	6390	1903003400308	EMS Prevent
31	6390	2003003400139	EMS Prevent
32	6390	2003003400140	EMS Prevent
33	6390	2003003400141	EMS Prevent
34	6390	2003003400142	EMS Prevent
35	6390	2104012400272	EMS Prevent
36	6390	2104012400274	EMS Prevent
37	6390	2104012400275	EMS Prevent
38	6390	2105012400096	EMS Prevent
39	6390	2105012400102	EMS Prevent
40	6390	2107012400252	EMS Prevent
41	6392	2017000800060	EMS Prevent NB
42	6392	2017000800061	EMS Prevent NB
43	6392	2017000800062	EMS Prevent NB
44	6392	2017000800063	EMS Prevent NB
45	6392	2018000800006	EMS Prevent NB
46	6392	2018000800007	EMS Prevent NB
47	6392	2018000800008	EMS Prevent NB
48	6392	2018000800009	EMS Prevent NB
49	6506	140941271	EMS Prevent
50	6506	150139290	EMS Prevent
51	6506	150139291	EMS Prevent
52	6506	160139762	EMS Prevent
53	6506	160139763	EMS Prevent
54	6506	160139764	EMS Prevent
55	6506	170241400	EMS Prevent
56	6506	170241499	EMS Prevent
57	6506	170241500	EMS Prevent
58	6506	170241501	EMS Prevent
59	6506	180139895	EMS Prevent
60	6506	180139896	EMS Prevent
61	6506	180139897	EMS Prevent
62	6506	180139898	EMS Prevent

63	6506	2003003500024	EMS Prevent
64	6506	2003003500063	EMS Prevent
65	6506	2003003500064	EMS Prevent
66	6506	2003003500065	EMS Prevent
67	6506	2003003500066	EMS Prevent
68	6506	2003003500067	EMS Prevent
69	6506	2003003500068	EMS Prevent
70	6506	2003003500069	EMS Prevent
71	6506	2010020700096	EMS Prevent
72	6506	2010020700102	EMS Prevent
73	6506	2010020700151	EMS Prevent
74	6506	2010020700002	EMS Prevent
75	6506	2102020700004	EMS Prevent
76	6506	2103020700001	EMS Prevent
77	6506	2103020700029	EMS Prevent
78	6506	2103020700013	EMS Prevent
79	6506	2103020700020	EMS Prevent

**Purchase Order Form**



Account Manager \_\_\_\_\_  
 Cell Phone \_\_\_\_\_

Purchase Order Date \_\_\_\_\_  
 Expected Delivery Date \_\_\_\_\_  
 Stryker Quote Number 220525112940

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num	1077940	
Company Name		
Contact or Department		
Street Address		
Add'l 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 Hwy 36 S	
Add'l Address Line		
City, ST ZIP	Rosenberg, TX 77471	
Phone	(271) 633-7088	

Authorized Customer Initials \_\_\_\_\_

Authorized Customer Initials \_\_\_\_\_

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

**Accounts Payable Contact Information**

Name \_\_\_\_\_  
 Email \_\_\_\_\_  
 Phone \_\_\_\_\_

Stryker Terms and Conditions  
<https://techweb.stryker.com>

**Authorized Customer Signature**

Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Attachment                      Stryker Quote Number      220525112940

\*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.



## ProCare® Services

3800 E. Centre Ave.  
Portage MI 49002 USA  
1 800 STRYKER  
stryker.com

<b>To:</b>	Whom it may concern
<b>Subject:</b>	Emergency Care parts and service
<b>Date:</b>	

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker's products.

Stryker employs its own field service team (known as ProCare Services) to service its products and only uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker's Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-LOAD powered fastener system
- Power-PRO 2 powered ambulance cot
- Power-PRO XT powered ambulance cot
- Stair-PRO
- LUCAS 3, v3.1 chest compression system
- LIFEPAK 15 monitor/defibrillator
- LIFEPAK 20e defibrillator/monitor
- LIFEPAK 1000 defibrillator
- LIFEPAK CR Plus defibrillator/LIFEPAK CR2 defibrillator

Tooling is calibrated, documented and controlled by Stryker's home offices in Portage, MI, U.S. and Redmond, WA, U.S. Calibration and training records are available upon request.

Stryker's quality team reviews and documents service repairs. We track and trend service to help ensure the highest level of product performance. Preventive maintenance (PM) and service history documentation is available upon request.

Please contact your local Stryker representative with questions.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: LIFEPAK, LIFEPAK CR, LUCAS, Power-LOAD, Power-PRO, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.