

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO STRYKER SALES CORPORATION AGREEMENT

THIS FIRST AMENDMENT to the Agreement Between Fort Bend County and Stryker Sales Corporation (“Amendment”) is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioner’s Court (“County”), and Stryker Sales Corporation (hereinafter “Stryker”) (hereinafter collectively referred to as the “parties”).

WHEREAS, on or about January 24, 2023, the parties previously executed and accepted the Agreement Between Fort Bend County and Stryker to purchase products (the “Agreement”); and

WHEREAS, the parties now desire to amend the previous agreement to purchase additional products, and increase the total maximum compensation amount; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County and Consultant agree to the following:

AGREEMENT

Section 1. Scope of Services

The parties agree that this Amendment, and the Agreement, subject to the changes herein, are incorporated into each other and, when read together, shall constitute one integrated document. In addition to the previous products provided, Stryker shall provide to County three (3) additional MTS Power loan Stair-PRO Model 6252 stretchers as described in Stryker’s Quote Number: 10650578, attached hereto as Exhibit A, and incorporated fully by reference.

Section 2. Amended Maximum Compensation

2.1 Stryker will be paid an additional amount of One Hundred Sixty-One Thousand Eight Hundred Fifty-Four dollars and 44/100 (\$161,854.44) for the Additional Products outlined in Stryker’s Quote Number: 10650578.

2.2 The new Total Maximum Compensation payable to Stryker for all products purchased under the Agreement is hereby increased to an amount not to exceed Four Hundred Sixty-Eight Thousand Seven Hundred Fifty-Nine dollars and 73/100 (\$468,759.73), authorized as follows:

 \$ 306,905.29 under the previous Agreement, as corrected herein above, and
 \$ 161,854.44 under this Amendment.

In no case shall the amount paid by County exceed the Maximum Compensation without a written amendment approved by the parties.

Section 3. Conflict

Except as provided herein, all terms and conditions of the Agreement, remain in full force and effect. The Agreement, and this Amendment are the sole and final agreement of the parties regarding the subject matter hereof, and supersede any previous agreements, understandings, and arrangements relating to such subject matter.

(Execution Page Follows)

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IN WITNESS WHEREOF, this 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 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 Amendment is effective upon execution by both parties.

FORT BEND COUNTY

STRYKER SALES CORPORATION

KP George, County Judge



Authorized Agent – Signature

Date

Timothy Garza
Authorized Agent- Printed Name
Account Manager

Title
3/31/2023

Date

ATTEST:

Laura Richard, County Clerk

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

Exhibit A: Stryker's Quote Number: 10650578

Exhibit A



PowerPro XT, PowerLoad, Stair Chair (QTY 3)

Quote Number: 10650578

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308
Chicago, IL 60673-3308

Prepared For: FORT BEND COUNTY EMS

Rep: Tim Garza

Attn:

Email: tim.garza@stryker.com

Phone Number:

Quote Date: 02/07/2023

Expiration Date: 05/08/2023

Delivery Address

Name: FORT BEND COUNTY EMS
Account #: 1273335
Address: 4332 HIGHWAY 36 S
ROSENBERG
Texas 77471

End User - Shipping - Billing

Name: FORT BEND COUNTY EMS
Account #: 1273335
Address: 4332 HIGHWAY 36 S
ROSENBERG
Texas 77471

Bill To Account

Name: FORT BEND COUNTY CLERK
Account #: 1243031
Address: 301 JACKSON ST
RICHMOND
Texas 77469-3108

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650605550003	Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	3	\$23,890.60	\$71,671.80
2.0	639005550001	MTS POWER LOAD *INCLUDES FLOOR PLATE*	3	\$25,344.17	\$76,032.51
3.0	6252000000	Stair-PRO Model 6252	3	\$4,050.65	\$12,151.95
3.1	7777881660	1 year parts, labor & travel			
3.2	6252009001	Stair-Pro Operations Manual			
3.3	6250001162	In-Service Video (DVD)			
3.4	6252026000	Common Components			
3.5	6250021000	2 Piece ABS Panel Seat			
3.6	6250160000	Polypropelene Restraint Set(Plastic Buckles)			
3.7	6252022000	Main Frame Assy Option			
3.8	6250024000	Standard Length Lower LiftHandles			
3.9	6252027000	Footrest Option			
3.10	6252024000	No IV Clip Option			
				Equipment Total:	\$159,856.26

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
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PowerPro XT, PowerLoad, Stair Chair (QTY 3)

Quote Number: 10650578

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: FORT BEND COUNTY EMS

Rep: Tim Garza

Attn:

Email: tim.garza@stryker.com

Phone Number:

Quote Date: 02/07/2023

Expiration Date: 05/08/2023

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$1,998.18
Grand Total:	\$161,854.44

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.