

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. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

4. **Limit of Appropriation.** Bound Tree clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Seventy-Three Thousand, Five Hundred Forty-Nine dollars and 10/100 (\$73,549.10), specifically allocated to fully discharge any and all liabilities County may incur. Bound Tree does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Bound Tree may become entitled to and the total maximum sum that County may become liable to pay to Bound Tree shall not under any conditions, circumstances, or interpretations thereof exceed Seventy-Three Thousand, Five Hundred Forty-Nine dollars and 10/100 (\$73,549.10). In no event will the amount paid by the County for all Products under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **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 Bound Tree for any reason are hereby deleted.
6. **Applicable Law; Arbitration; Attorney Fees.** 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 County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Bound Tree in any way associated with the Agreement.
7. **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, Bound Tree hereby verifies that Bound Tree 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, Bound Tree 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, Bound Tree 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, Bound Tree 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.
8. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
9. **Use of Customer Name.** Bound Tree may use County's name without County's prior written consent only in any of Bound Tree's customer lists, any other use must be approved in advance by County.
10. **Conflict.** In the event there is a conflict between this Addendum and Exhibit A, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of Texas Buy Board Contract #704-23, then the terms and conditions of Texas Buy Board Contract #704-23 controls to the extent of the conflict.
11. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
12. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, BOUND TREE ACKNOWLEDGES THAT FORT BEND 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 attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Addendum is effective upon execution by both parties.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

BOUND TREE MEDICAL



Authorized Agent – Signature

Christopher Fyffe

Authorized Agent- Printed Name

Manager, Bids & Contracts

Title

06/14/2024

Date

AUDITOR’S CERTIFICATE

I hereby certify that funds in the amount of \$ 73,549.10 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Bound Tree’s Quotation (Quotation #: QUO-10644-B3W2D2)

I:\AGREEMENTS\2024 Agreements\EMS\Bound Tree Medical (24-EMS-100607)\V.2\Addendum to Agreement with Bound Tree Medical.docx (LSL 5.16.24)

Exhibit A

Quotation#: QUO-10644-B3W2D2

Last Modified: 6/13/2024 10:02 AM

Customer PO #:

Account Number: 109591SHIP001

Bill To:

FORT BEND COUNTY EMS SHIP001
 4332 HIGHWAY 36 S
 ROSENBERG, TX 77471-9108
 Ship Method: FEDEX GRD NO FR
 Payment Terms: NET 30

Ship To:

4332 HIGHWAY 36 S
 ROSENBERG, TX 77471-9108

Line No.	Item	Description	UOM	QTY	List Price	Your Price	Ext. Price
1	2421-70050	*DS ONLY* Ventilator, e700 Transport, w/ 6 ft Hose, Power Supply, Circuit, Test Lung	EA	10	\$9,689.99	\$6,499.99	\$64,999.90
2	2423-17050	eSeries Transport Vent Carrying Case	EA	10	\$789.99	\$423.87	\$4,238.70
3	2421-70351	eSeries Ventilator Smart Mount (IV Pole or Gurney Mount), Multi-configuration Mounting Bracket	EA	10	\$599.99	\$431.05	\$4,310.50

Quote Total: \$73,549.10

Quote Expiration Date: 12/13/2024

Comments: Texas Buy Board Contract #704-23, no freight, no handling charges.

Craig Gray

Bound Tree | Account Manager
 5000 Tuttle Crossing Blvd, Dublin OH 43016
 Office Phone: (614) 760-5140 | Mobile Phone: 832-385-8440
 Craig.Gray@BoundTree.com

Sales Tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at www.boundtree.com, login, and add to your shopping cart or call (800) 533-0523
 fax (800) 257-5713