

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ADDENDUM TO BOUND TREE MEDICAL LLC'S AGREEMENT
Pursuant to Buy Board Contract #704-23**

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Bound Tree Medical LLC, ("Bound Tree"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Bound Tree's Quotation (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified medical equipment and accessories (the "Services"); and

WHEREAS, County desires that Bound Tree provide Services as will be more specifically described in this Agreement; and

WHEREAS, Bound Tree represents that it is qualified and desires to perform such Services; and

WHEREAS, the parties wish to utilize Buy Board Contract #704-23, incorporated fully by reference, for the purchase of the Services; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Subject to this Addendum, Bound Tree will render Services to County as described in Exhibit A; and in accordance with the requirements and specifications of Buy Board Contract #704-23.
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Bound Tree may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytx.gov. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this 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 Fort Bend County. County 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.

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 Fifty-eight Thousand, Five Hundred Seventy-three dollars and 27/100 (\$58,573.27), 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 Fifty-eight Thousand, Five Hundred Seventy-three dollars and 27/100 (\$58,573.27). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act and Open Meetings Act.** Bound Tree expressly acknowledges that County 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, County 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 County by Bound Tree 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. The terms and conditions of the Agreement are not proprietary or confidential information.

Bound Tree expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

6. **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.
7. **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.

8. **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.
9. **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.
10. **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.

11. **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.
12. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict. In the event there is a conflict between this Addendum and the terms and conditions of Buy Board Contract #704-23, then the terms and conditions of Buy Board Contract #704-23 controls to the extent of the conflict.
13. **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.
14. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
15. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
16. **Independent Contractor.** In the performance of work or services hereunder, Bound Tree shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Bound Tree or, where permitted, of its subcontractors. Bound Tree and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
17. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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 Agreement is effective upon execution by both parties.

FORT BEND COUNTY

KP George , County Judge

Date

ATTEST:

Laura Richard, County Clerk

BOUND TREE MEDICAL LLC



Authorized Agent – Signature

Jon McGrew
Authorized Agent- Printed Name

AVP, Pricing
Title

05/13/2025
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ \$58,573.27 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

i:\agreements\2025 agreements\ems\bound tree medical, llc (25-ems-100717)\addendum to agreement with bound tree medical llc (25-ems-100717).docx bo

Exhibit A



uDA SCSA

Quotation#: QUO-61479-G4Y2S7

Last Modified: 04/25/2025

Customer PO #:

Account Number: 109591SHIP001

Bill To:

FORT BEND COUNTY EMS SHIP001

4332 HIGHWAY 36 S

ROSENBERG, TX 77471-9108

Ship Method: No Freight

Payment Terms: 30 Day Net

Ship To:

FORT BEND COUNTY EMS SHIP001

4332 HIGHWAY 36 S

ROSENBERG, TX 77471-9108

Line	Item	Description	UOM	QTY	Your Price	Ext. Price
1	3621-03350	*DS ONLY* SimMan ALS Live Shock Light Skin Manikin and Accessories	EA	1	\$21,699.13	\$21,699.13
2	3616-24311	*SEE NOTES* SimPad PLUS incl SimPad PLUS Remote, AC Adapter, Power Cord *DOES NOT COME WITH LINKBOX*	EA	1	\$944.99	\$944.99
3	3616-24515	*DS ONLY* LLEAP for SimPad PLUS, incl License Key; MUST ORDER 3616-24301 TOP	EA	1	\$3,059.99	\$3,059.99
4	3616-92140	*DS ONLY* Tablet - PC Instructor - Patient Monitor incl PC Sleeve, PC Cradle, Power Supply	EA	2	\$2,448.71	\$4,897.42
5	3650-49401	Portable Router	EA	1	\$384.99	\$384.99
6	3650-49750	Monitor Bag for SimStart, Red, with Pouches and Shoulder Strap	EA	1	\$304.99	\$304.99
7	381105	REPLACEMENT NECK SKINS For SimMan, ALS Simulator, MegaCode Kelly, SimMom 6/PK	PK	24	\$280.40	\$6,729.60
8	3616-23513	SimMan ALS ProTech Coverage	EA	1	\$18,597.99	\$18,597.99
8	3650-18515	ShockLink System incl Device, Guide, Training Pads, Remote Control, Pouch	EA	1	\$665.99	\$665.99
9	3650-50450	Shocklink to Zoll Cable Combo Adapter *Not for Clinical Use*	EA	1	\$88.19	\$88.19
10	4690-51912	SimMan ALS Virtual Instructor Lead Training Designed to promote a personalized experience for a single organization Laerdal's Virtual Instructor- Led Training Orientation is developed as a beginner level course and geared towards any user who will be responsible for operating the simulator. This two-hour live instructor-led virtual training will teach you basic simulator feature sets and start-up and shut down procedures.	EA	1	\$1,199.99	\$1,199.99
Quote Total						\$58,573.27

Quote Expiration Date: 05/30/2025

Comments: Texas Buy Board Contract #704-23

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