

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

ADDENDUM TO QUOTE NUMBER 00065568

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Physio-Control Inc, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Quote **#00065568** (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

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

1. **Services.** Contractor shall provide the equipment identified in Exhibit A without delay.
2. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice, which shall not exceed the costs shown on Exhibit A.
3. **Maximum Compensation.** Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed amount certified to by the Fort Bend County Auditor, unless agreed by both Parties in writing with a signed certification of available funds provided by the Fort Bend County Auditor.
4. **Taxes.** 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.
5. **Indemnity.** CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM DEFECTIVE MATERIAL OR WORKMANSHIP IN THE PRODUCTS PURCHASED PURSUANT TO THIS AGREEMENT.
6. **Confidential Information.** Contractor 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 Contractor 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.

7. **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.
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 County's sovereign immunity.
9. **Ownership.** Upon payment of invoice, County shall own the equipment. Therefore, any restriction on resale to third parties is hereby deleted.
10. **Limitation on Legal Action.** County does not agree to limit Contractor's liability as a term or condition of the Agreement. County does not agree to any limitations on County's right to bring legal action that do not exist in law.
11. **Entire Agreement.** This Agreement consists of this Addendum, Quote Number 00055447 and the attached copies of Contractor's Return and Warranty Policies, attached and incorporated as Exhibit B. References to any other content are hereby struck from the Agreement between the Parties. The content of Exhibit B shall cause the reference to any web page locations that appear on Exhibit A to be deleted.
12. **Conflict.** In the event there is a conflict, the following have priority with regard to the conflict: first: this document titled, ADDENDUM TO quote number 00065568, second: Exhibit A QUOTE NUMBER 00065568 and last: Exhibit B. RETURN AND WARRANTY POLICIES


FORT BEND COUNTY


Robert E. Hebert, County Judge

2-28-2017

Date

ATTEST:


Laura Richard, County Clerk

PHYSIO-CONTROL INC.


Authorized Agent- Signature

Namita Joshi
Authorized Agent- Printed Name

Senior Strategic Pricing Analyst
Title

2/9/2017
Date

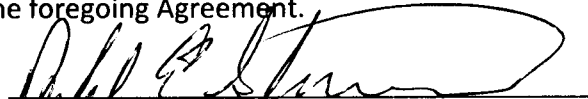


Exhibit A: QUOTE NUMBER 00065568

Exhibit B: RETURN AND WARRANTY POLICIES

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 65824.80 are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

I/2016 agreements/purchasing 1.26.17 MTR

EXHIBIT A

AS ATTACHED TO

ADDENDUM TO QUOTE NUMBER 00065568



Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
Sales Order fax 800.732.0956
Service Plan fax 800.772.3340

To FORT BEND CTY EMS
Attn: Daniel Weaver, Supply Officer
4332 HWY 36
ROSENBERG, TX 77471
(281) 633-7089
daniel.weaver@fortbendcountytexas.gov

Quote Number 00065568
Revision # 1
Created Date 1/11/2017
Sales Consultant Carlos Graubard
(713) 305-0904
FOB Redmond, WA
Terms All quotes subject to credit approval and the
following terms and conditions
NET Terms NET 30
Expiration Date 4/9/2017

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99576-000043	LUCAS 3.0 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, 2 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	4.00	15,950.00	-2,073.50	13,876.50	55,506.00
11576-000060	LUCAS Battery Desk-Top Charger	4.00	1,128.40	-146.69	981.71	3,926.84
11576-000039	LUCAS 2 Battery - Light Grey - Rechargeable LiPo	8.00	712.40	-92.61	619.79	4,958.32
11576-000071	LUCAS Power Supply	4.00	358.80	-46.64	312.16	1,248.64

Subtotal USD 65,639.80
Estimated Tax USD 0.00
Estimated Shipping & Handling USD 185.00

Grand Total USD 65,824.80

Pricing Summary Totals

List Price Total USD 75,448.00
Total Contract Discounts Amount USD 0.00
Total Discount USD -9,808.20
Trade In Discounts USD 0.00
Tax + S&H USD 185.00

GRAND TOTAL FOR THIS QUOTE

USD 65,824.80

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number CG/03909801/121336

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

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No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

EXHIBIT B

RETURN AND WARRANTY POLICIES

AS ATTACHED TO

ADDENDUM TO QUOTE NUMBER 00065568

Physio-Control, Inc. Returned Product Policy

If Customer desires to return a purchased product, Customer must call its local Physio-Control representative or the Physio-Control regional sales office for information on credit or replacement of any purchased and non-expired product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the product to Physio-Control in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Physio-Control, which product may be returned in its existing condition. Physio-Control will not accept the return of a non-defective and conforming product if Customer breaks the security seal on the product.

Physio-Control will provide an RMA and accept the return of any product under any of the following circumstances:

- a) Physio-Control shipped the product in error;
- b) Customer received the product after the product's expiration date;
- c) Customer received the product in a damaged condition;
- d) The product is recalled and must be removed from the market; or
- e) Physio-Control specifically authorizes the return of the product (a 15% restocking fee may apply).

Product must be returned within 30 working days from the date the Customer receives the product or within 30 working days from the date the Customer receives notice of recall, if applicable. Upon receipt of a properly returned product, Physio-Control will apply a full credit to Customer's account or provide replacement. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to Customer at Customer's expense.

For further information, please contact Physio-Control at 800.442.1142 or visit our website at www.physio-control.com.

Limited Warranty

US/Canada/Latin America/South America

Subject to the limitations and exclusions set forth below, the following Physio-Control products which are purchased from authorized Physio-Control representatives or authorized resellers for use in the United States of America, Canada, Latin America and South America and are used in accordance with their instructions, will be free from defects in material and workmanship appearing under normal service and use as defined below.

Eight Years:

- New LIFEPAK CR® Plus automated external defibrillator and internal battery system

Five Years:

- New LIFEPAK® 15 monitor/defibrillator series, used in clinic and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 12 defibrillator/monitor, used in clinic and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 20 defibrillator/monitor family of products, used in clinics and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 1000 defibrillators
- New LIFEPAK EXPRESS® automated external defibrillator and internal battery system

Two Years:

- CodeManagement Module™ for use with the LIFEPAK 20/20e defibrillator/monitor
- New Trainer 1000 trainer

One Year:

- New LIFEPAK 15 monitor/defibrillator series, which includes use in out-of-hospital and mobile applications
- New LIFEPAK 12 defibrillator/monitor series, which includes use in out-of-hospital and mobile applications
- RELI™ LIFEPAK 12 defibrillator/monitor series
- New LUCAS® Chest Compression System
- New LIFEPAK 500T trainer
- New LIFEPAK CR-T trainer
- Internal Battery System for LIFEPAK 20 defibrillator/monitor family of products
- Battery charging systems and power adapters
- All batteries and battery paks, excluding CHARGE-PAK™ Charging Unit
- Masimo SET® Rainbow® patient cables and reusable sensors
- New TrueCPR™ Coaching Device

180 Days:

- Masimo® SET SpO₂ only patient cables and reusable sensors

90 Days:

- CHARGE-PAK Charging Unit (external system) for LIFEPAK CR Plus defibrillator
- Installed customer repair parts
- All other product accessories

30 Days:

- Internal paddles and internal paddle handles

(continued on back)

Limited warranty time limits begin on the date of delivery to the First Owner.¹

Physio-Control warrants neither error-free nor interruption-free performance. The sole and exclusive remedy of the First Owner under this Limited Warranty is repair or replacement of defective material or workmanship at the option of Physio-Control. To qualify for the repair or replacement, the product must have been continuously owned by the First Owner and not have been repaired or altered outside of an authorized Physio-Control factory in any way which, in the judgment of Physio-Control, affects its stability and reliability. The product must have been used in accordance with applicable operating instructions and in the intended environment or setting. The product must not have been subjected to misuse, abuse or accident.

Physio-Control, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Physio-Control at the purchaser's facility or an authorized Physio-Control facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Physio-Control, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

Except for the Limited Warranty provided above, **PHYSIO-CONTROL MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE.** THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. PHYSIO-CONTROL IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

ANY LEGAL ACTION ARISING FROM THE PURCHASE OR USE OF PHYSIO-CONTROL PRODUCTS SHALL BE COMMENCED WITHIN ONE YEAR FROM THE ACCRUAL OF THE CAUSE OF ACTION, OR BE BARRED FOREVER. IN NO EVENT SHALL PHYSIO-CONTROL'S LIABILITY UNDER THIS WARRANTY OR OTHERWISE EXCEED THE GREATER OF \$50,000 OR THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE CAUSE OF ACTION.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state or country to country.

¹ First Owner means the first purchaser or lessee of the products listed above, directly from Physio-Control, through a Physio-Control corporate affiliate, or from an authorized Physio-Control reseller, and includes the invoiced purchaser's corporate affiliates, and their respective employees, officers and directors.

Physio-Control will pass through warranties offered by Third Party Manufacturers.

For further information, please contact Physio-Control at 800.442.1142 (U.S.), 800.895.5896 (Canada) or visit our website at www.physio-control.com



Physio-Control Headquarters

11611 Willows Road NE
Redmond, WA 98052
www.physio-control.com

Customer Support

P. O. Box 97006
Redmond, WA 98073
Toll free 800 442 1142
Fax 800 426 8049

Physio-Control Canada

Physio-Control Canada Sales, Ltd.
7111 Syntex Drive, 3rd Floor
Mississauga, ON
L5N 8C3
Canada
Toll free 800 895 5896
Fax 866 430 6115

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Physio-Control, Inc.
Redmond, WA United States

Certificate Number:
2017-168921

Date Filed:
02/20/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County EMS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Quote # 00065568

LUCAS 3.0 Chest Compression System and accessories

[illegible]

5 Check only if there is NO Interested Party.

☒

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

AFFIX NOTARY STAMP SEAL ABOVE

Sworn to and subscribed before me, by the said Patricia
20 17, to certify which, witness my hand and seal of office.

Signature of authorized agent of contracting business entity

Patricia Lundeen 20th February

Patricia Lundeen, this the 20th day of ~~2017~~ ^{cc 2019}

February

Christine L. Cabatit

Signature of officer administering oath

Christine L. Cabatut

Printed name of officer administering oath

Notary Public

Title of officer administering oath

King County, State of Washington

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Physio-Control, Inc.
Redmond, WA United States

Certificate Number:
2017-168921

Date Filed:
02/20/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County EMS

Date Acknowledged:
02/28/2017

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Quote # 00065568
LUCAS 3.0 Chest Compression System and accessories

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath