



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

April 09, 2024

Commissioners Court
Harris County, Texas

RE: Job No. 200269

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached Second Amendment to the Agreement(s) for the following:

Description: Automatic External Defibrillators and Related Items for Harris County
Vendor(s): SafetyMed, LLC
Amount: \$314,987 previously approved funds for the term 06/29/2023 - 06/28/2024
635,013 additional funds for the term 06/29/2023 - 06/28/2024
\$950,000

Reviewed By: • Harris County Purchasing • Human Resources and Risk Management

The Second Amendment increases funding to allow for additional automatic defibrillators and maintenance of equipment. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

LH
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 23, 2024



**AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
SAFETYMED, LLC**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Amendment to the Agreement is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas and acting by and through Harris County Human Resources and Risk Management (“Department”), and SafetyMed, LLC (“Contractor”) a corporation doing business under the laws of the State of Texas. County and Contractor are known individually as “Party” and collectively as “Parties.”

Recitals

On June 29, 2021, the County entered into an agreement with Contractor to provide automatic external defibrillators and related items for the Department (“Master Agreement”).

On June 6, 2023, the County authorized the assignment of the Master Agreement between Harris County and Sterlington Medical MDD Marketing, Inc to the Contractor.

On February 27, 2024, the Parties executed an amendment to add additional funds for the Services to the Master Agreement (“First Amendment”).

The County and Contractor now desire to amend the Master Agreement for the second time (“Second Amendment”) for the purpose of adding additional funds to the Master Agreement.

Contractor warrants and represents that it is willing and capable of providing the services.

Terms

1) CONTRACT CONSTRUCTION

This Second Amendment shall be governed by the Master Agreement, and First Amendment which are incorporated by reference as though fully set forth word for word.

2) LIMIT OF APPROPRIATION

Having previously certified funds in the amount of Three Hundred Fourteen Thousand Nine Hundred Eighty-Seven and No/Dollars (\$314,987.00), the County hereby amends the Master Agreement to certify as available Six Hundred Thirty-Five Thousand Thirteen and No/Dollars (\$635,013.00) in additional funds, bringing the total amount of funds certified as available under the Master Agreement to Nine Hundred Fifty Thousand and No/Dollars (\$950,000.00). Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Contractor under this Second

Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Six Hundred Thirty-Five Thousand Thirteen and No/Dollars (\$635,013.00). Contractor understands and agrees, said understanding also being of the absolute essence of this contract, that the maximum amount Contractor may become entitled to under the Master Agreement shall be Nine Hundred Fifty Thousand and No/Dollars (\$950,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Second Amendment is limited to said sum; and when all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Second Amendment.

3) ORDER OF PRECEDENCE


In the event of any conflict between the terms and provisions of this Second Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, and First Amendment, this Second Amendment shall control.

All other terms and provisions of the Master Agreement and First Amendment shall remain in full force and effect as originally written and subsequently amended.

4) EXECUTION, MULTIPLE COUNTERPARTS

Execution, Multiple Counterparts: This Second Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Second Amendment.

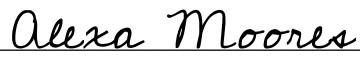
SafetvMed. LLC

By: 
Name: Dereck Dietrich
Title: Strategic Accounts Director
Date: 03/27/2024

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
Christian D. Menefee
COUNTY ATTORNEY

By: 
Alexa Moores
Assistant County Attorney
C.A. File 24GEN0671

ORDER OF COMMISSIONERS COURT
Authorizing execution of an amendment to an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2024 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AMENDMENT TO AGREEMENT WITH
SAFETYMED, LLC**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, the Second Amendment to the Master Agreement to add \$635,013.00 to compensate SafetyMed, LLC for additional automatic defibrillators and maintenance of equipment. The Amendment is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.