

Howmedica Osteonics Corporation DBA: Stryker Sales, LLC

Customer Addendum

This Customer Addendum (“Addendum”) is made and entered into as of the last signature date set forth below (the “Effective Date”) by and between Levy County, with an address at 310 School Street, Bronson, FL 32621-, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the **COUNTY**, and Howmedica Osteonics Corp. DBA Stryker Sales, LLC, an Michigan Limited Liability Company, with an address at 11811 Willows Rd NE, Redmond, WA98052 (“Stryker” or “CONTRACTOR”), a corporation authorized to do business in the State of Florida, hereinafter referred to as **CONTRACTOR**.

RECITALS

WHEREAS, Stryker and Sourcewell (“Sourcewell”), a service cooperative, entered into an agreement (Contract/Solicitation #041823) (“Contract”) pursuant to which Stryker is offering certain equipment available for purchase by Sourcewell members; and

WHEREAS, County is currently a member of the Sourcewell purchasing cooperative.

NOW THEREFORE, for good and valuable consideration hereby acknowledged, the Parties, intending to be legally bound, agree as follows to the following changes and additional terms to the Contract:

1. Unless otherwise specifically stated, the order of precedence of the documents which make up the agreement between the parties shall be (1) this Addendum; and (2) the Contract.
2. The terms and conditions of the Contract shall be deemed to be incorporated herein by reference, and shall govern the contractual relationship of the parties to the extent not inconsistent with this Addendum.
3. **CONTRACTOR** warrants that all services to be performed under this Addendum and the Contract shall comply with customary, reasonable, and prudent standards of care in accordance with the standards of the industry and further warrants that it will provide such services in a professional manner to **COUNTY**.
4. Deliverables shall be provided in accordance with **CONTRACTOR**'s Quote # 11167263 attached hereto as Exhibit B.
5. This Contract and the Addendum is subject to disclosure under the public records laws of the State of Florida. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. **CONTRACTOR** must comply with the public records laws, Florida Statute chapter 119, specifically **CONTRACTOR** must:
 - a. Keep and maintain public records required by the **COUNTY** to perform the service.
 - b. Upon request from the **COUNTY**'s custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the COUNTY.
- d. Upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of the contractor or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Contract, the CONTRACTOR shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. Notwithstanding the above mentioned in this Section, any "trade secret" as defined in Sections 812.081(1)(c) and 668.002, Florida Statutes, is exempted from public record disclosure, and Stryker has the rights provided under the Florida statutes, to protect any such trade secret in the possession of COUNTY. Therefore, any materials provided to COUNTY by Stryker that are clearly labeled as "confidential trade secret" and which constitute a confidential trade secret shall not be produced by COUNTY pursuant to a public record request. However, the responsibility for any legal actions necessary to defend such assertion of trade secret exemption from public record disclosure shall be solely that of Stryker and not of COUNTY, and Stryker shall indemnify COUNTY solely for claims, damages, or costs arising directly from Stryker's defense of such assertion, except to the extent caused by COUNTY'S failure to comply with this Section or any negligent or wrongful disclosure by COUNTY. To the extent allowable under Chapter 119, Florida Statutes, COUNTY will immediately notify Stryker of a public record request which includes Stryker's adequately labeled confidential trade secret in possession of COUNTY such that Stryker may protect its rights to the nondisclosure of such material. The COUNTY is not obligated to maintain as confidential any trade secrets that the COUNTY can demonstrate (i) is now available or becomes available to the public without breach of this Addendum or the Contract; (ii) is explicitly approved for release by written authorization of the Stryker; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the COUNTY prior to such disclosure; or (v) is independently developed by COUNTY without the use of any of Stryker's trade secrets.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218

EMAIL: LEVYBOCC@LEVYCOUNTY.ORG

MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

6. This Addendum and the Contract as applicable to the relationship between the CONTRACTOR and COUNTY shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Addendum and the Contract will be held in a court of competent jurisdiction located in Levy County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Addendum is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Addendum, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

7. CONTRACTOR warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information.

8. SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, by entering into this Addendum or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Addendum may be terminated at the option of the COUNTY.

B. As provided in F.S. 287.135, by entering into this Addendum or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

9. E-VERIFY - EMPLOYMENT ELIGIBILITY
CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment

eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subconsultants performing the duties and obligations of this Addendum are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. CONTRACTOR shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period. COUNTY shall terminate this Addendum if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONTRACTOR'S subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subconsultant and CONTRACTOR shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Contract pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Addendum was terminated. In the event of such Contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

10. HUMAN TRAFFICKING AFFIDAVIT - CONTRACTOR warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CONTRACTOR has executed Exhibit A, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.
11. The CONTRACTOR understands and acknowledges that this Contract will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONTRACTOR, relating to conviction for a public entity crime.
12. Sovereign Immunity. Nothing in the Contract or this Addendum is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the COUNTY pursuant to Section 768.28, Florida Statutes.
13. Trade-In. Any trade-in discount offered by Stryker and may be reflected on an invoice is an additional discount given by Stryker as a result of trade-in equipment remitted to Stryker by COUNTY at COUNTY's request. COUNTY shall transfer and deliver unto Stryker all of COUNTY's rights, title and interest in and to such trade-in equipment and all trade-in equipment must be shipped, at Customer's expense, to the address designated by Stryker within the time period agreed to by the Parties. All trade-in equipment must be appropriately packaged, consistent with Stryker's instructions or if such instructions have not been provided, with good commercial practice. COUNTY assumes responsibility for shipment of trade-in equipment to Stryker and for risk of loss or damage during shipment. Trade-in equipment must be accompanied by a copy of the purchase order or the trade-in order number. Failure to return trade-in equipment in accordance with these instructions may result in forfeiture of the trade-in discount, for which Stryker will bill COUNTY, to be paid by COUNTY in accordance with the payment terms of the Contract.

14. Software Hosting Terms and Conditions. Stryker’s Software Hosting Terms and Conditions shall apply to the purchase of Data Solutions as outlined in Exhibit B, attached hereto. Stryker’s Software Hosting Terms and Conditions may be found at <https://www.stryker.com/content/dam/stryker/legal/it-direct-channel/code-stat/Software%20and%20Hosting%20Terms%20and%20Conditions.pdf>.
15. FOREIGN COUNTRY OF CONCERN. Pursuant to Section 287.138, Florida Statutes, the COUNTY cannot knowingly enter into a contract with an entity which would give access to an individual’s personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual’s personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit is attached hereto as Exhibit C.

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute the Addendum as of the last date entered below.

WITNESS:

**HOWMEDICA OSTEONICS CORP.
DBA STRYKER SALES, LLC**

Signature

BY: _____

Print Name

Print Name

ATTEST:

LEVY COUNTY, FLORIDA

BY: _____

Print Name

Print Name

Exhibit A: Anti-Human Trafficking Affidavit

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Levy County must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title)
on behalf of _____ (insert entity name) under penalty of perjury
hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:
Title:

Nongovernmental entity:

Date:

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or ____ remote notarization by
_____ as _____ on behalf of
_____, who is personally known to me or who
produced _____ as identification this _____ day of
_____, 202____.

Notary Public

(Notary Seal)

Exhibit B



Levy County Monitors (8)

Quote Number: 11167263

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1
Prepared For: LEVY COUNTY DEPT OF PUBLIC SAFETY
Attn:

Division: Medical
Rep: Meredith Roberts
Email: meredith.roberts@stryker.com
Phone Number: (407) 2228008

Quote Date: 12/08/2025

Expiration Date: 12/23/2025

Contract Start: 08/20/2025

Contract End: 08/19/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	LEVY COUNTY DEPT OF PUBLIC SAFETY	Name:	LEVY COUNTY DEPT OF PUBLIC SAFETY	Name:	LEVY COUNTY COMMISSIONERS
Account #:	20032577	Account #:	20032577	Account #:	20111340
Address:	1251 NE COUNTY RD 343 BRONSON Florida 32621-8934	Address:	1251 NE COUNTY RD 343 BRONSON Florida 32621-8934	Address:	

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRI,STD,BT	8	\$46,588.96	\$372,711.68
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	24	\$832.00	\$19,968.00
3.0	11140-000102	LIFEPAK FLEX Battery Charger	8	\$2,498.00	\$19,984.00
4.0	41335-000003	SHIP KIT, POWER SUPPLY,LP35	2	\$1,875.00	\$3,750.00
5.0	11140-000131	AC Power Cord (North America, hospital grade)	10	\$89.86	\$898.60
6.0	11998-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	8	\$647.50	\$5,180.00
7.0	11998-000520	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	8	\$712.80	\$5,702.40
8.0	MVAI	Microstream Advance intubated Filter Line, Adult/Pediatric, Box of 25	8	\$278.80	\$2,230.40
9.0	MVAO	Microstream Advance oral/nasal Filter Line, Adult, With O2, Box of 25	8	\$345.80	\$2,766.40
10.0	11180-000011	Reusable Cuff, Infant, 8-14 cm	8	\$25.79	\$206.32
11.0	11180-000013	Reusable Cuff, Pediatric, 13-20 cm	8	\$29.12	\$232.96
12.0	11180-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	8	\$57.41	\$459.28
13.0	11335-000008	LIFEPAK 35 Storage Bag Kit	8	\$499.20	\$3,993.60
14.0	11260-000073	Shoulder Strap	8	\$62.40	\$499.20
15.0	11335-000005	LIFEPAK Printer Kit	8	\$2,498.00	\$19,984.00



Levy County Monitors (8)

Quote Number: 11167263

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1
Prepared For: LEVY COUNTY DEPT OF PUBLIC SAFETY
Attn:

Division: Medical
Rep: Meredith Roberts
Email: meredith.roberts@stryker.com
Phone Number: (407) 2226006

Quote Date: 12/08/2025
Expiration Date: 12/23/2025
Contract Start: 08/20/2025
Contract End: 08/19/2026

#	Product	Description	Qty	Sell Price	Total
16.0	11330-000007	LIFEPAK Access Port Cable, 2.44 m (96 in)	1	\$824.00	\$824.00
18.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	8	\$99.84	\$798.72
19.0	11330-000028	LP35 Docking Station	8	\$2,048.00	\$16,384.00
Equipment Total:					\$476,338.36

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15V2-LP35	TRADE IN LP15 V2 FOR LP35	8	-\$3,500.00	-\$28,000.00

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
20.0	81000002	EMS Pro Tier 2: 5,000-25,000 annual run volume. Includes: device set up tools, asset management, transmission connectivity, ePCR integration, LIFENET Care app and browser access for communication, live streaming and post event analytic tools.	1	\$2,422.80	\$2,422.80
Data Solutions Total:					\$2,422.80

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$0.00
Grand Total:	\$450,761.16

Comments:
Parties acknowledge and agree that this transaction shall be governed by the terms of Sourcewell #041823.
Value shown for trade-in line item is applicable to this order only. Any future trade-ins will depend on the model/age/condition of those devices at the time.



Levy County Monitors (8)

Quote Number: 11187283

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Division:

Medical

Prepared For: LEVY COUNTY DEPT OF PUBLIC SAFETY

Rep:

Meredith Roberts

Attn:

Email:

meredith.roberts@stryker.com

Phone Number:

(407) 2228008

Quote Date: 12/08/2025

Expiration Date: 12/23/2025

Contract Start: 08/20/2025

Contract End: 08/19/2026

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

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 terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

Exhibit C: Foreign Country of Concern Affidavit

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Levy County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 287.138, Florida Statutes, for all entities that may have access to individuals' personal identifying information.

I _____ (insert name) as _____
(insert title) on behalf of _____ (insert entity name)
under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. I certify that _____ (insert entity name)
("Vendor"):
 - a. Is not owned by the government of a foreign country of concern;
 - b. A government of a foreign country of concern does not have a controlling interest in Vendor; and
 - c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.
3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me _____ in person or _____ remote
notarization by _____ as _____ on
behalf of _____, who is personally
known to me or who produced _____ as identification
this _____ day of _____, 202____.

Notary Public

(Notary Seal)