

CS-24-418  
Contract No.: CM3908

**CONTRACT FOR REPAIR AND MAINTENANCE OF LP15 MONITORS,  
STRETCHERS, LUCAS, STAIR CHAIRS, AND POWERLOADS**

**THIS CONTRACT** is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **STRYKER SALES, LLC**, a Michigan limited liability company, located at 3800 E Centre Ave. Portage, MI 49002, hereinafter referred to as the “Vendor”.

**WHEREAS**, the County previously entered into that certain Contract with Vendor for medical equipment repair services on December 13, 2021 (CM3091), with effective dates from October 1, 2021 to September 30, 2024; and

**WHEREAS**, the Parties have continued to perform their contractual duties and responsibilities under the previous contract and now desire to renegotiate a new contract.

**WHEREAS**, all terms and conditions of the County’s request for quote/bid/proposal and the Vendor’s response are incorporated herein and made a part of this Contract by this reference; and

**WHEREAS**, a copy of the Vendor’s Quote No. 11005626 (the “Quote”) is attached hereto as Exhibit “A” and made a part hereof.

**NOW, THEREFORE**, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

**SECTION 1. Recitals.**

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Contract Exhibits.**

2.1 The Exhibits listed below are incorporated into and made part of this Contract:

**Exhibit “A” VENDOR’S QUOTE NO. 11005626**

**Exhibit “B” SCOPE OF WORK**

**Exhibit “C” INSURANCE REQUIREMENTS**

**SECTION 3. Description of Services to be Provided.**

3.1 The Vendor shall provide the services further described in the *Scope of Work*, a copy of which is attached hereto and incorporated herein as Exhibit “B”. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the services as contained in the *Technical Specifications/Scope of Work* in a timely and professional manner in accordance with specifications referenced herein.

**SECTION 4. Payment and Invoicing.**

4.1 The County shall pay the Vendor in an amount not to exceed SIXTY-SEVEN THOUSAND TWENTY-FIVE DOLLARS AND EIGHTY-EIGHT CENTS (\$67,025.88) annually for the services referenced in Exhibits “A” and “B”. The total payment to Vendor under the Contract during its five (5) year term shall not exceed THREE HUNDRED THIRTY-FIVE THOUSAND ONE HUNDRED TWENTY-NINE DOLLARS AND FORTY CENTS (\$335,129.40). No payment shall be made services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the Nassau County Fire Rescue or designee and to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance

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with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract; provided that in no case shall the Vendor be required to continue to provide the services following the conclusion of the term.

**SECTION 5. Acceptance of Goods and/or Services.**

5.1 Receipt of goods and/or services shall not constitute acceptance by the County. Final acceptance shall be given only after a thorough inspection by the County indicates that the goods and/or services meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, Vendor shall promptly re-perform the non-conforming services.

**SECTION 6. Term of Contract and Option to Extend or Renew.**

6.1 The term of this Contract shall be five (5) years, effective as of October 1, 2024 and terminating September 30, 2029. Thereafter, this Contract may be extended only by mutual written agreement of both parties. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 8 hereinbelow.

6.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

**SECTION 7. Firm Prices.**

7.1 Prices for goods and/or services covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "A"; net

delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

#### **SECTION 8. Funding.**

**8.1** The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

#### **SECTION 9. Expenses.**

**9.1** The Vendor shall be responsible for all expenses which it incurs while providing goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

#### **SECTION 10. Taxes, Liens, Licenses and Permits.**

**10.1** The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

**10.2** The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

10.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 11. Governing Law, Venue and Compliance with Laws.**

11.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

11.2 The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**SECTION 12. Intentionally Omitted.**

**SECTION 13. Modifications.**

13.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 14. Assignment and Subcontracting.**

14.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County; provided, that the Vendor may assign its rights and/or obligations hereunder to any affiliate of the Vendor without obtaining the consent of the County.

14.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in

accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

**14.3** The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

#### **SECTION 15. Severability.**

**15.1** If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

#### **SECTION 16. Termination for Default.**

**16.1** If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given

in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

**16.2** Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 17. Termination for Convenience.**

**17.1** The County reserves the right to terminate this Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those goods and/or services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 18. Force Majeure.**

**18.1** Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

**18.2** In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 19. Access and Audits of Records.**

**19.1** The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have the right to request copies of such books, records, and documents as required in this section, and the Vendor shall provide the County with such copies within fifteen (15) business days after receipt of the County's request.

**SECTION 20. Public Emergencies.**

**20.1** The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and/or



services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 21. Intentionally Omitted.**

**SECTION 22. Independent Vendor Status.**

**22.1** The Vendor shall provide the goods and/or services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

**22.2** The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide goods and/or services for others; ((b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

**SECTION 23. Indemnification.**

**23.1** The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, excluding attorney's fees, resulting directly from the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Contract. The foregoing indemnification will not apply to any claims arising from: (i) an injury or damage due to the negligence of any person other than a Vendor employee or agent; (ii) the failure of any person other than a Vendor employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the equipment that is the subject of this Contract;

(iii) the use of any equipment or part not purchased from Vendor; or (iv) any equipment that is the subject of this Contract, or any part thereof, that has been modified, altered or repaired by any person other than Vendor's employee or agent. IN NO INSTANCE WILL VENDOR BE LIABLE TO THE COUNTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS.

**SECTION 24. Insurance.**

**24.1** The Vendor shall obtain and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, and other insurance policies as detailed in Exhibit "C".

**24.2** The Vendor shall provide to the County a Certificate of Insurance for all required policies of insurance and renewals. Said certificates shall provide that the Nassau County Board of County Commissioners is included as an additional insured, as required in Exhibit "C", and that the County shall be notified in writing of any cancellation or material change of required policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are authorized to transact insurance business in the State of Florida under the laws of the State of Florida. Notwithstanding any other insurance requirements within this Contract to the contrary, to the extent allowed by applicable law or regulation, Vendor shall be permitted to comply with these insurance requirements through a program of self-insurance.

**SECTION 25. Dispute Resolution Process.**

**25.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**25.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**25.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

**25.4** If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may mutually agree to elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne equally by the parties. If the parties do not mutually agree to submit the dispute to mediation, then either party may pursue any and all legal remedies available to it in the resolution of such dispute. The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section unless the dispute arises from non-payment of undisputed service coverage fees.

## **SECTION 26. E-Verify.**

**26.1** The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by

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subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**26.2** The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

**26.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

## **SECTION 27. Public Records.**

**27.1** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090,**

**RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6,**

**YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing the goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- 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 this chapter 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 Vendor does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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**27.2** A request to inspect or copy public records relating to the County's contract for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

**27.3** If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**27.4** If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

**27.5** If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

**27.6** A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

**27.7** If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

**27.8** In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

**27.9** In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

**27.10** The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

**SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.**

**28.1** During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor which could

reasonably impact Vendor's ability to perform its obligations under this Contract. If the existence of the proceeding causes the County reasonable concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

**SECTION 29. Scrutinized Companies and Public Entity Crimes.**

29.1 The Vendor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Vendor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the Contract.

**SECTION 30. Anti-Discrimination.**

30.1 The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 31. Advertising.**

31.1 The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party



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this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 32. Notices.**

32.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County BOCC  
Attn: Chief Brady Rigdon  
96135 Nassau Place  
Yulee, Florida 32097

Vendor: Stryker Sales, LLC  
3800 E. Centre Ave.  
Portage, MI 49002  
Attn: Christopher Terry

**SECTION 33. Attorney's Fees.**

33.1 Notwithstanding the provisions of Section 27 or any other section of this Contract hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 34. Authority to Bind.**

34.1 The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

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**35.1** In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

**35.2** All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

**35.3** The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

**SECTION 36. Construction of Contract.**

**36.1** The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 37. Headings.**

**37.1** The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 38. Entire Agreement and Execution.**

**38.1** This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

**38.2** This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**SECTION 39. Change of Laws.**

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**39.1** If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services for periods prior to the termination date.

**SECTION 40. Human Trafficking Affidavit.**

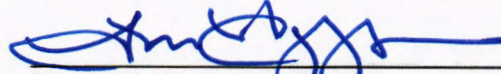
**40.1** In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

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**IN WITNESS WHEREOF**, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**



By: A.M. "Hupp" Huppmann  
Its: Chairman

Date: June 18, 2025

Attest as to authenticity of the  
Chair's signature:



MITCH L. KIETER  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

*Denise C. May, Esq., BCS*

DENISE C. MAY  
Its: County Attorney

**STRYKER SALES, LLC**



By: Lara Mordoh  
Its: Senior Director, Finance  
Date: 5/20/2025