

**CITY OF COSTA MESA
ADOPTION AGREEMENT
WITH
BOUND TREE MEDICAL, LLC**

THIS ADOPTION AGREEMENT ("Agreement") is made and entered into this 27th day of December, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City" or "Customer"), and BOUND TREE MEDICAL, LLC, an Ohio limited liability company ("Company").

WITNESSETH:

A. WHEREAS, City proposes to purchase first aid supplies from Company, as more fully described herein; and

B. WHEREAS, Section 2-165 of the Costa Mesa Municipal Code permits the City to purchase services through competitively awarded agreements of other local, state, or federal government agencies, a process known as "piggybacking"; and

C. WHEREAS, the County of Fairfax Virginia competitively awarded Company a contract for first aid supplies, Contract Number 4400009563, with an effective date of December 27, 2019 and an expiration date of December 26, 2020 ("County of Fairfax Agreement"); and

D. WHEREAS, the County of Fairfax Agreement is incorporated by this reference as if fully set forth herein; and

E. WHEREAS, the City desires to "piggyback" onto the County of Fairfax Agreement, and Company consents to the "piggybacking"; and

F. WHEREAS, City and Company desire to contract for the purchase of first aid supplies in accordance with the County of Fairfax Agreement, subject to the modifications set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Company agrees to provide the first aid supplies set forth in the County of Fairfax Agreement for the City in accordance with the terms of the County of Fairfax Agreement, except as otherwise stated herein.
2. Except as otherwise stated herein, the terms and conditions of the County of Fairfax Agreement shall form the basis of this Agreement, with the City having the rights, duties, and obligations of the County of Fairfax set forth in the County of Fairfax Agreement.
3. If any provision of this Agreement conflicts with any provision of the County of Fairfax Agreement, then the terms, conditions and provisions of this Agreement shall control.
4. City shall issue its own purchase orders for purchases made pursuant to the

County of Fairfax Agreement, and shall pay all invoices within thirty (30) days of receipt.

5. City agrees that it will not request or accept lower-priced quotes from Company on any products otherwise available under the County of Fairfax Agreement.
6. Products sold by Company carry only those warranties provided by their manufacturers. This warranty shall apply to both products and equipment, if any, purchased pursuant to the County of Fairfax Agreement. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY SHALL BE, AT COMPANY'S OPTION, TO REPAIR OR REPLACE THE PRODUCT, OR TO ISSUE A REFUND OR CREDIT.
7. Company and City may terminate this Agreement upon thirty (30) days' notice to the other party. If City breaches any terms and conditions of this Agreement and/or the County of Fairfax Agreement, Company may, at its sole discretion, immediately terminate this Agreement.
8. This Agreement shall continue for the duration of the County of Fairfax Agreement, including any extensions thereof. If the County of Fairfax Agreement is terminated prior to the end of its term or any extension period, this Agreement will terminate upon thirty (30) days' written notice from Company to City.
9. Notices to the parties shall be addressed as follows:

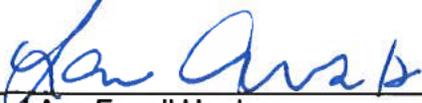
To City: City of Costa Mesa
 77 Fair Drive, Room 100
 Costa Mesa, CA 92626
 Attn: Purchasing Division

To Company: Bound Tree Medical, LLC
 5000 Tuttle Crossing Boulevard
 Dublin, OH 43016
 Attn: President
10. Any changes or modification to the original language contained herein must be agreed upon in writing by the Company before this Agreement it will take effect.
11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation


Lori Ann Farrell Harrison
City Manager

Date: 3/3/20

COMPANY


Signature
Rhiannon Greene
SVP Pricing & Information Services
Name and Title

Date: 02/20/2020


Social Security or Taxpayer ID Number

ATTEST:

Brenda Green 3/4/2020
Brenda Green
City Clerk



APPROVED AS TO FORM:


Kimberly Hall Barlow
City Attorney

Date: 3/12/2020

APPROVED AS TO INSURANCE:


Ruth Wang
Risk Management

Date: 2/29/2020

DEPARTMENTAL APPROVAL:



Dan Stefano
Fire Chief

Date: 3/2/2020

APPROVED AS TO PURCHASING:



Kelly Telford
Finance Director

Date: 2/25/2020