

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO AGREEMENT FOR LABORATORY SERVICES BETWEEN
FORT BEND COUNTY AND BAYLOR MIRACA GENETICS LABORATORIES**

THIS THIRD AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Baylor Miraca Genetics Laboratories, LLC, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the Parties executed and accepted that certain Baylor Miraca Genetics Laboratories, LLC Laboratory Services Agreement on or about July 23, 2020 pursuant to execution by the Fort Bend County Judge as Emergency Management Director and amended by vote of Commissioners Court on or about January 12, 2021 (both documents incorpo WHEREAS, the Texas County Purchasing Act, §262.024 (2) of the Texas Local Govt. Code, exempts from competitive bidding contracts that are necessary to preserve or protect the public health or safety of the residents of the county;

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement has been and is one for public health and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

WHEREAS, the Parties desire to extend the term of the Agreement in order to continue services.

NOW, THEREFORE, the Parties do mutually agree as follows:

1. The Agreement is hereby renewed; effective as of October 1, 2021 and shall terminate on December 31, 2022 unless terminated sooner as provided for in the Agreement. Terms, conditions, pricing, additional renewal periods and termination shall remain the same, except as noted herein.

2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed **\$1,450,000.00**, calculated as follows:

Under the original Agreement:	\$100,000.00
Under the First Amendment, an additional:	\$400,000.00
Under the Second Amendment, an additional:	\$200,000.00
With additional certifications by County Auditor:	\$200,000.00 thru March 2021 \$200,000.00 thru April 2021 \$200,000.00 thru November 16, 2021
Under this 3 rd Amendment	\$150,000.00
TOTAL of all funds:	\$1,450,000.00

3. In no case shall the amount paid by County for all Services under the Agreement and all Amendments exceed the Maximum Compensation, which shall no longer be increased by Auditor certification alone. Additional increases shall require an agreement/written amendment executed by the Parties.
4. In the event of conflict, the most recently executed document shall prevail with regard to the conflict.
5. Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY

BAYLOR MIRACA GENETICS
LABORATORIES, LLC

KP George, County Judge

Authorized Agent

Date

Date

ATTEST:

Laura Richard, County Clerk

Reviewed by:

Jacquelyn Johnson-Minter, MD

Dr. Jacquelyn Johnson-Minter, MD, MBA, MPH
Director of Health and Human Services

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract for services.

Robert Ed Sturdivant, County Auditor

Date