

STATE OF TEXAS

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COUNTY OF FORT BEND

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SECOND AMENDMENT TO BLOOD SERVICES AGREEMENT

THIS SECOND AMENDMENT (“Second Amendment”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and South Texas Blood & Tissue Center, a Texas not-for-profit organization, (“STBTC”), a company authorized to conduct business in the State of Texas (collectively referred to as the “parties”).

WITNESSETH:

WHEREAS, the parties previously entered into the Blood Services Agreement, effective September 1, 2023; an Addendum to Blood Services Agreement, signed January 3, 2024; and an Amendment to Blood Services Agreement, signed October 31, 2024, collectively referred to as the “Agreement” and incorporated fully by reference for all purposes, for STBTC to provide blood to Fort Bend County’s critically ill patients on behalf of the Fort Bend County Emergency Medical Services (“EMS”), which is an emergency service provider (“ESP”); and

WHEREAS, the Texas County Purchasing Act, § 262.024(a)(2) of the Texas Local Government Code, exempts from competitive bidding contracts that are necessary to preserve the public health or safety of the residents of the County; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is necessary to preserve the public health or safety of the residents of the County; and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

NOW, THEREFORE, County and STBTC desire to amend said Agreement as set forth below to increase the Limit of Appropriation concerning additional services from STBTC:

I. Amendments

1. **Section 1, Scope of Services.** STBTC shall continue to provide product and/or services as described in the Agreement during the Renewal Term. The Renewal Term shall expire no later than September 30, 2025, unless terminated sooner pursuant to this Agreement.
2. **Section 6, Limit of Appropriation.** STBTC's fees shall be calculated at the rates set forth in the Agreement. The Limit of Appropriation for the performance of services within the Scope of Services concerning this Second Amendment is \$105,000.00. The Limit of Appropriation payable to STBTC for product and/or services rendered under the Agreement is hereby increased to an amount not to exceed \$145,000.00, authorized as follows:

\$20,000.00 under the Agreement;
\$20,000.00 under this Amendment to the Agreement; and
\$105,000.00 under this Second Amendment to the Agreement

In no case shall the amount paid by County for all product and/or services under the Agreement and this Second Amendment to the Agreement exceed the above Limit of Appropriation without an amendment executed by the parties.

3. **Section 15, Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
4. **Section 18, Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
5. **Understanding, Fair Construction.** By execution of this Second Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Second Amendment. This Second Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
6. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

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IN WITNESS WHEREOF, this Second Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Second Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

SOUTH TEXAS BLOOD & TISSUE CENTER,
A TEXAS NOT-FOR-PROFIT
ORGANIZATION

KP George, County Judge



Mark Fite (Mar 7, 2025 14:13 CST)

Authorized Agent – Signature

Date

Mark Fite
Authorized Agent- Printed Name

ATTEST:

EVP / Chief Operating Officer
Title

Laura Richard, County Clerk

Mar 7, 2025
Date

REVIEWED:



Emergency Medical Service Department

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 105,000 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant, County Auditor


Fort Bend County STBTC Second Amend to BSA for exec

Final Audit Report

2025-03-07


Created:	2025-03-07
By:	Jacki Perparas (Jacki.perparas@biobridgeglobal.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo87CzrHiFVDuolBSsSdSpFe36xEqB71


"Fort Bend County STBTC Second Amend to BSA for exec" History

 Document created by Jacki Perparas (Jacki.perparas@biobridgeglobal.org)
2025-03-07 - 3:08:55 PM GMT - IP address: 155.190.8.6

 Document emailed to Mark Fite (mark.fite@biobridgeglobal.org) for signature
2025-03-07 - 3:11:21 PM GMT

 Email viewed by Mark Fite (mark.fite@biobridgeglobal.org)
2025-03-07 - 8:12:39 PM GMT - IP address: 104.47.57.126

 Document e-signed by Mark Fite (mark.fite@biobridgeglobal.org)
Signature Date: 2025-03-07 - 8:13:20 PM GMT - Time Source: server- IP address: 155.190.19.7

 Agreement completed.
2025-03-07 - 8:13:20 PM GMT