

AMENDMENT AND EXTENSION TO BLOOD SERVICES AGREEMENT

This Amendment and Extension is entered into by and between the City of San Antonio, a Texas Home-Rule Municipal Corporation, (hereinafter referred to as “City”) acting by and through its City Manager or designee, and the South Texas Blood & Tissue Center, a Texas not-for-profit organization (“STBTC”). City and STBTC are sometimes hereafter collectively referred to as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

WHEREAS, the City entered into a Blood Services Agreement (“Agreement”) with STBTC for scheduled delivery service of blood, blood components, supplies and other materials furnished by STBTC, reference and consultation services, periodic blood banking educational programs and in services for San Antonio Fire Department (“SAFD”) personnel; and

WHEREAS, the Agreement was effective September 1, 2018 and terminates on August 31, 2019; and

WHEREAS, the Parties mutually agree to and desire to extend the term of the Agreement to September 30, 2022, with the option for the City to renew for two, additional one-year periods;
NOW, THEREFORE:

City and STBTC agree to amend the Agreement as follows:

ARTICLE I PURPOSE AND EFFECTIVE DATE

The purpose of this Amendment and Extension is to amend the said Blood Services Agreement to extend the term. This amendment shall be effective upon approval by the San Antonio City Council and execution by Parties.

ARTICLE II AMENDMENTS

2.01 The section titled “STBTC’s Obligations” is hereby numbered Section 1 and “SAFD’s Obligations” is renumbered as Section 2.

2.02 Section 5, “Term”, is amended to extend the term, with the extended term ending September 30, 2022, and to add the option for the City to renew for two, additional one-year periods as set out below:

5. Term. This Agreement shall commence on the Effective Date ascribed above, and will terminate on September 30, 2022, unless terminated for cause as provided herein.

At City's option, this Agreement may be renewed under the same terms and conditions for two (2), additional one-year periods. Renewals shall be in writing and signed by the SAFD Fire Chief, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefor.

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any additional contract period beyond the initial term set forth in this section is subject to and contingent upon subsequent appropriation.

2.03 Section 3, "Service Fees" is hereby amended to delete subsection 3(c) in its entirety.

2.04 Section 1, "STBTC's Obligations" is hereby amended to add the following new, subsection 1(f), as follows:

(f) Ensure Blood furnished has an expiration date of a minimum of 14 calendar days after the scheduled date of delivery unless otherwise approved by SAFD.

2.05 Section 8, "Insurance" is hereby amended to delete this section in its entirety and is replaced as follows:

8. Insurance.

- A) Prior to the commencement of any work under this Agreement, STBTC shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Fire Department, which shall be clearly labeled "Blood Services Agreement" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Fire Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.
- C) STBTC's financial integrity is of interest to the City; therefore, subject to STBTC's right to maintain reasonable deductibles in such amounts as are approved by the City, STBTC shall obtain and maintain in full force and effect for

the duration of this Agreement, and any extension hereof, at STBTC's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas in the following types and for an amount not less than the amount listed below:

INSURANCE TYPE	LIMITS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
5. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
6. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service. Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.

- D) STBTC agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of STBTC herein, and provide a certificate of insurance and endorsement that names the STBTC and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of STBTC. STBTC shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.
- E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. STBTC shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. STBTC shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Fire Department
P.O. Box 839966
San Antonio, Texas 78283-3966

- F) STBTC agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
 - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
 - Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, STBTC shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend STBTC's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- H) In addition to any other remedies the City may have upon STBTC's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order STBTC to stop work hereunder, and/or withhold any payment(s) which become due to STBTC hereunder until STBTC demonstrates compliance with the requirements hereof.
- I) Nothing herein contained shall be construed as limiting in any way the extent to which STBTC may be held responsible for payments of damages to persons or property resulting from STBTC's or its subcontractors' performance of the work covered under this Agreement.
- J) It is agreed that STBTC's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim

or action by or on behalf of the City shall be limited to insurance coverage provided.

- L) STBTC and any Subcontractors are responsible for all damage to their own equipment and/or property.

ARTICLE III

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISREAL

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By executing contract documents with the City of San Antonio, STBTC hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on STBTC's verification. If found to be false, City may terminate the contract for material breach.

ARTICLE IV

TERMS AND CONDITIONS

All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment and Extension.

EXECUTED and AGREED to as of the dates indicated below.

CITY OF SAN ANTONIO

**SOUTH TEXAS BLOOD & TISSUE
CENTER**

(Signature)

Printed

Name: _____

Title: _____

Date: _____

(Signature)

Printed

Name: _____

Title: _____

Date: _____

Elizabeth Waltman

SVP / Chief Operating
Officer

May 28, 2019

Approved as to Form:

Assistant City Attorney