Agenda Item #: **3S2**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	December 01, 2026	[X] Consent [ ] Regular [ ] Workshop [ ] Public Hearing
Department:	Fire-Rescue	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to the Agreement with OneBlood, Inc. a Florida not for profit corporation for Blood and Blood Components Supply and Services (Agreement) to extend the term of the Agreement from December 7, 2026, through December 6, 2027 for an estimated contract amount of $148,577, and determining that such extension is beneficial to the County's interest, health, safety and welfare.

SUMMARY: The Agreement with OneBlood, Inc. is sole source agreement for the procurement of Blood products and related services. The Agreement is set to expire on December 6, 2026. This First Amendment will extend the Agreement for twelve (12) months to allow Palm Beach County Fire Rescue to continue to secure and administer blood components, increasing the opportunity for survivability in critically ill trauma patients, while continuing the negotiate the terms and conditions of a new agreement. These blood components are available on Trauma Hawk and certain Fire Rescue Emergency Medical response vehicles within Palm Beach County. The Agreement required the County to agree to a limitation of liability for direct damages in the amount of $200,000, which deviates from the County's standard contract terms. In accordance with PPM CW-F-049, the Department of Risk Management and the County Attorney's Office reviewed the terms and advised staff accordingly. Palm Beach County Code Sec. 2-54(b) provides that the Board of County Commissioners (BCC) may extend a contract resulting from a competitive or alternate-source selection beyond its specified term when the BCC determines the extension benefits the County's interest, health, safety, or welfare. It permits an extension of up to 12 months. **Countywide (SB)**

Background and Justification: On December 7, 2021, the Agreement (R2021-1879) with OneBlood, Inc. was approved for a period of five (5) years. This First Amendment extends this Agreement for one (1) additional year ending on December 6, 2027. The extension of this Agreement will allow Palm Beach County Fire Rescue to continue to enhance the limited treatment options currently available to critically injured trauma patients.

Attachment:

1. First Amendment to the Blood and Blood Components Supply and Services Agreement with One Blood

Recommended by: For Assistant Fire Chief — 11-3-2026 Date

Approved by: Fire Rescue Administrator — 11.3.2026 Date

Approved by: Deputy County Administrator — 11/13/26 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs	$120,897	$27,680			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	$120,897	$27,680			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No ___
Does this item include the use of Federal Funds? Yes ___ No X
Does this item include the use of State Funds? Yes ___ No X

Budget Account No.: Fund 1300 **Dept.** 440 **Unit** 4243/4239 **Object** 5230/5231

B. Recommended Sources of Funds/Summary of Fiscal Impact:
The fiscal impact is based on previous expenditures of this agreement. The Fiscal Year (FY) 2027 and 2028 are prorated for the number of days of the agreement in each fiscal year. Funding will be expended based on actual usage of the agreement.

C. Departmental Fiscal Review: Raeen Magierski 11/2/2026

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

11/4/2026
OFMB
MD 11/4 JA 11/4

11/6/26
Contract Development and Control
ZG 11.6.26

B. Legal Sufficiency

11/6/26
Assistant County Attorney

C. Other Department Review:

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

FIRST AMENDMENT TO BLOOD AND BLOOD COMPONENTS SUPPLY AND SERVICES AGREEMENT BETWEEN PALM BEACH COUNTY AND ONEBLOOD, INC.

THIS FIRST AMENDMENT TO BLOOD AND BLOOD COMPONENTS SUPPLY AND SERVICES AGREEMENT is made and entered into on December 1, 2026 by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), by and through its Board of County Commissioners, and **ONEBLOOD, INC., a Florida not-for-profit corporation** (hereinafter "OneBlood").

WHEREAS, on, December 7 2021, the County and OneBlood entered into a Blood and Blood Components Supply and Services Agreement (R2021-1879) for a term of five (5) years, which expires on December 6, 2026; and

WHEREAS, the parties mutually desire for OneBlood to continue to provide blood and blood component supply services for one additional year; and

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and the benefits following from each to the other, the County and OneBlood do hereby agree as follows:

1. The Agreement is hereby amended to extend the term of the Agreement for one additional year from December 7, 2026 through December 6, 2027 (" Extension Period"), under the same terms and conditions set forth in the Agreement except as otherwise provided in this First Amendment.
2. **Section 13 Miscellaneous, Letter O** is hereby deleted in its entirety and replaced with the following:

   Section 13 Miscellaneous, Letter O: Nondiscrimination. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, OneBlood warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, OneBlood represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, OneBlood shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall OneBlood retaliate against any person for reporting instances of such discrimination. OneBlood shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. OncBlood understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. OneBlood shall include this language in its subcontracts.

3. **Section 13 Miscellaneous, Letter Q** is hereby deleted in its entirety and replaced with the following:

Section 13 Miscellaneous, Letter Q: Scrutinized Companies.

A. As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, OneBlood certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if OneBlood is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

B. When contract value is greater than $1 million: As provided in section 287.135,

Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, OneBlood certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if OneBlood is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by OneBlood, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Agreement renewal, if applicable.

4. **Section 13 Miscellaneous,** is hereby amended to add **Letter S** Availability of Funds. The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.
5. **Section 13 Miscellaneous,** is hereby amended to add **Letter T** Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern. Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, OneBlood certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.
6. **Section 13 Miscellaneous,** is hereby amended to add **Letter U** Prohibition Against Using Diversity, Equity And Inclusion Material – F.S. 287.139 to read as follows:

OneBlood hereby certifies to the County that OneBlood does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statutes, as amended.

7. **Section 13 Miscellaneous,** is hereby amended to add **Letter V** Human Trafficking Affidavit to read as follows:
   OneBlood warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. OneBlood has executed Exhibit B, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.
8. All other provisions of the Agreement are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
9. The effective date of this First Amendment shall be December 7, 2026.

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IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

ATTEST:
Yvette Drucker
Clerk of the Circuit Court & Comptroller

By:_____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____
, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:_____
Fire Rescue

WITNESS:

By:_____
Signature

Juliana Martinez
Name- Printed

ONEBLOOD, INC.

By:_____
John Murphy, Chief Financial Officer

EXHIBIT B
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06, Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of OneBlood Inc. and attest that OneBlood does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

	John Murphy - Chief Financial Officer
(signature of officer or representative)	(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 5 day of November 2026, by John Murphy.

Personally known ☒ OR produced identification ☐.

Type of identification produced N/A.

Juliana Martinez HH599274
NOTARY PUBLIC
My Commission Expires: October 2, 2028
State of Florida at large

JULIANA MARTINEZ
MY COMMISSION # HH 599274
EXPIRES: October 2, 2028

(Notary Seal)