



**SECOND AMENDMENT TO CONTRACT WITH NUECES  
COUNTY: INCIDENT MANAGEMENT TEAM  
SUPPLEMENTATION**

**THIS SECOND AMENDMENT** to the Contract with Nueces County: Incident Management Team Supplementation ("Agreement") is made this the 19 day of May 2021 by and between Nueces County Office of Emergency Management ("NCOEM") and BCFS Health and Human Services Emergency Management Division ("EMD"):

**WHEREAS**, the Agreement was executed on or about the 7<sup>th</sup> of April, 2021 and First Amendment to the Agreement was executed on the 28<sup>th</sup> day of April, 2021;

**WHEREAS**, NCOEM now wishes to add a maximum dollar amount to be payable under the Agreement; and

**WHEREAS**, EMD agrees to such a change.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained, NCOEM and EMD agree as follows:

**1. Amendment of Section IV Proposed Costs and Invoicing.** This section of the Agreement is hereby amended and replaced by the following:

**"IV. Proposed Costs and Invoicing:**

The maximum amount payable under this agreement is \$350,000.00.

This proposal is for a fixed price fee for services which includes all fixed fees and costs of operation, services and materials (personnel, materials, computer support, travel and lodging, and per diem rates).

- Hourly rate IMT Incident Commander position = \$ 172.23 per hour
- Hourly rate IMT Section Chief position = \$ 139.49 per hour
- Hourly rate IMT Technical Specialist position = \$ 106.75 per hour
- Hourly rate IMT Site Manager position = \$ 106.75 per hour

Nueces County will be billed monthly for services rendered by BCFS HHS EMD. Payments are due to BCFS HHS within fifteen (15) calendar days of the date of invoice. If payment is not received timely, BCFS HHS EMD may discontinue further services under this agreement until payment is received. Payments are to be made payable to BCFS HHS and sent via electronic mail to the account provided.

NCOEM assumes no liability for work performed or costs incurred beyond the maximum amount payable under the contract. EMD exceeds the maximum amount payable at its own risk."

**2. No Waiver.** This Amendment is limited as specified and shall not constitute a modification, acceptance, or waiver of any other provisions of the Agreement.

**3. Execution.** This Amendment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and when taken together shall constitute one and the same Amendment. Electronic, facsimile or PDF image signatures shall be treated as original signatures.

(Signatures on Next Page)



IN WITNESS HEREOF the parties have duly executed and delivered this Amendment on the respective dates set out below, with an effective date of the last signature.

B. C.  
Authorized Signer for Nueces County

[Signature]  
Authorized Signor for BCFS HHS EMD

County Judge  
Title

Executive Director  
Title

Barbara Canales  
Printed Name

Dakota Duncan  
Printed Name

May 19, 2021  
Date

May 25, 2021  
Date

Attest:



[Signature]  
Kara Sands  
Nueces County Clerk