

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO AGREEMENT FOR
CONTINGENCY MEDICAL STAFF SERVICES PURSUANT TO RFP 17-030
BETWEEN FORT BEND COUNTY AND ANGEL STAFFING INC.**

THIS AGREEMENT 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 Angel Staffing Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and Contractor entered an Agreement for Contingency Medical Staff Services Pursuant to RFP 17-030 dated January 10, 2017 ("Agreement") which was amended on or about the following dates July 24, 2018 and September 24, 2019 , all of which are incorporated by reference as if set forth herein verbatim and shall be collectively referred to as the "Agreement;" and

WHEREAS, the Parties now desire to amend a certain portion of the Agreement; and

WHEREAS, extraordinary measures are being taken by the County to contain the novel coronavirus, now designated as COVID-19, and prevent its spread throughout the County, including a declaration of a local state of disaster for public health emergency pursuant to Section 418.108(a) of the Texas Government Code; and

WHEREAS, under Texas Government Code Section 418.1015, the County Judge as the County's Emergency Management Director, serves as the Governor's designated agent in the administration and supervision of duties under Chapter 418; and

WHEREAS, the County Judge, under the authority granted to the Governor pursuant to Section 418.016 of the Texas Government Code, and Annex M, Section IV. A. 5 (a) of the County's Basic Emergency Operations Plan, may use all available local government resources to respond to the disaster and temporarily suspend statutes and rules, including those relating to purchasing and contracting, if compliance would hinder or delay actions necessary to cope with a disaster; and

WHEREAS, in response to the COVID-19 public health emergency, the County Judge hereby temporarily suspends the following purchasing and contracting requirements: (1) that power and jurisdiction over all county business be exercised by Commissioners Court per the Texas Constitution Article 5, Section 18 (b) and (2) that an agreement (which would include an amendment to an agreement) be presented to Commissioners Court for approval as required by Section 9.2.12 of the Fort Bend County Purchasing Manual which was last amended March 5, 2019;

WHEREAS, the County Judge hereby invokes the County's health and sanitation services powers, authorized as a governmental function in the Texas Claims Act, Civil Practice and Remedies Code Section 101.0215(a)(2), to address the public health emergency; and

WHEREAS, the County Judge hereby finds that (1) providing for additional medical staff services is necessary to accomplish a public purpose, not a benefit to private parties and that (2) the County will retain control over the funds to ensure that the public purpose is accomplished; to protect the public's investment; and ensure that the County will receive a return benefit; and

WHEREAS, this Third Amendment to the Agreement Contingency Medical Staff Services Pursuant to RFP 17-030 will be approved and executed solely by the County Judge but recorded into the minutes of Commissioners Court and is a binding obligation of Fort Bend County.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

I. Amendments

Section 3, Compensation and Payment, is amended to add an additional \$150,000.00 to the total maximum annual compensation that Contractor may become entitled to under the Agreement. The Parties agree that Section 3 shall now read:

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is \$250,000.00. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

Section 4, Limit of Appropriation, is amended to add an additional \$150,000.00 to the total maximum annual compensation that Contractor may become entitled to under the Agreement. The Parties agree that Section 4 shall now read:

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$250,000.00 specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed \$250,000.00.

II. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of the most recently executed document shall prevail.

III. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

"County"
FORT BEND COUNTY

By: _____
KP George, County Judge

Date: _____

ATTEST:

Laura Richard, County Clerk

"Contractor"
ANGEL STAFFING INC.

By: *Kathy Gallagher* COO

Name: *Kathy Gallagher*

Title: *COO*

Date: *March 20, 2020*

ATTEST:

Name

Date: _____

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.

Robert Ed Sturdivant, County Auditor