

SECOND AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND INNOVATIVE EMERGENCY MANAGEMENT, INC.

This Amendment (“Amendment”) is entered into this __ day of June 2020 and it is between the County of San Mateo, a political subdivision of the State of California (“County”), and Innovative Emergency Management, Inc. (“Contractor”).

WHEREAS, pursuant to Section 31000 of the California Government Code, the County may contract with independent contractors for the furnishing of services to or for the County or any departments thereof; and

WHEREAS, on March 3, 2020, and pursuant to Section 101080 of the California Health and Safety Code, the San Mateo County Health Officer declared a local health emergency throughout San Mateo County related to the novel coronavirus (COVID-19); and

WHEREAS, on March 10, 2020, the Board of Supervisors of the County of San Mateo adopted a resolution to ratify and extend this declaration of local health emergency, and on April 7, 2020, the Board of Supervisors further extended the local health emergency and this local health emergency remains in effect; and

WHEREAS, on March 3, 2020, and pursuant to Section 8630 of the California Government Code and Chapter 2.46 of the San Mateo County Ordinance Code, the San Mateo County Director of Emergency Services proclaimed a local emergency throughout San Mateo County related to COVID-19; and

WHEREAS, March 10, 2020, the Board of Supervisors of the County of San Mateo adopted a resolution to ratify and extend this declaration of local emergency, and on April 7, 2020, the Board of Supervisors further extended the local emergency and this local emergency remains in effect; and

WHEREAS, pursuant to Government Code Section 25502.7 and Section 2.83.040 of the San Mateo County Ordinance Code, and in light of the existing local emergency and local health emergency, the County, acting through the County Manager/Purchasing Agent entered into an Agreement with Contractor for the provision of advice and consulting services to support the County’s planning related to the County’s COVID-19 response and recovery efforts, for a term through August 31, 2020 and for an amount not to exceed \$75,000 (“Agreement”); and

WHEREAS, on May 5, 2020, the Agreement was amended by the County Manager/Purchasing Agent to increase by \$25,000 the amount expendable under the Agreement to an amount not to exceed \$100,000; and

WHEREAS, the County has a continuing need for the services described in the Agreement and Contractor is willing and able to continue providing these services.

NOW, THEREFORE, THE COUNTY AND CONTRACTOR HEREBY AGREE AS FOLLOWS:

- 1. Section 3 (Payments) of the Agreement is hereby further amended in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed two hundred and fifty thousand dollars (\$250,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

- 2. Section 4 (Term) of the Agreement is hereby amended in its entirety to read as follows:

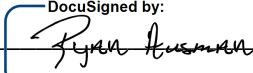
Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 2, 2020 through December 31, 2020.

- 3. The last sentence of the second paragraph of Exhibit B to the Agreement is hereby amended in its entirety to read: "In no event shall payment to Contractor under this Agreement exceed \$250,000, regardless of the hours worked or the costs incurred by Contractor.

- 4. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

In witness of and in agreement with this Amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: INNOVATIVE EMERGENCY MANAGEMENT, INC.

<p>DocuSigned by:  <small>EE575EB6150940F...</small> Contractor Signature</p>	<p>6/1/2020 _____ Date</p>	<p>Ryan Ausman _____ Manager of Contract Administration Contractor Name (please print)</p>
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COUNTY OF SAN MATEO

<p>_____ Michael Callagy, County Manager/Purchasing Agent</p>	<p>_____ Date</p>	<p>_____ Name (please print)</p>
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