

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
ZONEHAVEN**

THIS AMENDMENT TO THE AGREEMENT, entered into this 19<sup>th</sup> day of May, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Zonehaven, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for fire evacuation planning services on June 10<sup>th</sup>, 2019; and

WHEREAS, the parties wish to amend the Agreement to include an online evacuation platform and subscription to countywide evacuation zones for a period of three years.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3: Payments is amended 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 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 three hundred sixty-four thousand dollars (\$364,000). 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 is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 13, 2019, through June 30, 2023.

3 Section 17: Notices is amended to read as follows:

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Danielle Lee, Deputy Director, Office of Sustainability  
Address: 455 County Center, 4<sup>th</sup> Floor, Redwood City, CA 94063  
Telephone: 650-363-4119  
Email: dlee@smcgov.org

In the case of Contractor, to:

Name/Title: Charlie Crocker, CEO  
Address: 2034 Great Highway, San Francisco, CA 94116  
Telephone: 415-299-1743  
Email: charlie@zonehaven.com

4. Original Exhibit A is replaced with Revised Exhibit A, (rev. May 4, 2020) as follows:

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

- Contractor will create standardized evacuation-area polygons for all areas of San Mateo County based on:
  - Jurisdictional boundaries (cities)
  - Traffic flows and accounting for dead end roads
  - Population
- San Mateo County will provide LiDAR data, Jurisdictional boundaries, populations, road network data, and structure data (if possible) to Contractor for evacuation-area polygons
- Contractor to include schools and hospitals in the polygons
- Fire Chiefs Association representative will provide a list of key contacts to the Contractor with:
  - Project lead and co-lead contact information
  - Points of contact for each fire agency in the county (to be known as fire agency representatives)

- CCo Point of contact for Public Safety Communications GIS
- Fire agency representatives will coordinate with their respective law enforcement agencies.
- Contractor will name all zones with the naming convention “XSM-###”.
- Contractor will provide a hard copy first draft (Draft 1) version of the zones within 90 days, or less, from receipt of the above-mentioned data from San Mateo County.
- Contractor will provide Draft 1 to the San Mateo County Fire Chiefs Association lead and co-lead.
- Contractor will arrange for and host (2) online conference call-style meetings to explain methodology and answer any questions from the fire agency representatives.
- Contractor will make themselves available to fire agency representatives by email and phone to answer specific one-on-one questions regarding the evacuation zones.
- Fire agency representatives will mark-up Draft 1 with desired changes within 30 days of receiving them.
- Contractor will come to San Mateo County for a one-day meeting to meet face-to-face with those fire agency representatives who would like to make changes to zones within their jurisdictional area.
- Contractor will make the requested changes to Draft 1 and create Draft 2, within 15 days, or less, of the one-day meeting and distribute to the San Mateo County Fire Chiefs association project lead and co-lead.
- Fire agency representatives will have 15 days from date of delivery to make any additional changes to Draft 2.
- Contractor will be available to answer one-on-one questions (by phone, email or in person) about respective evacuation zones during these 15 days.
- Contractor will come to San Mateo County for a one-day meeting to meet face-to-face (if deemed necessary by the Fire Chiefs Association Project lead and co-lead) with those agency representatives who would like to make changes to zones within their respective jurisdiction.
- Within 30 days of the meeting, the Contractor will create the “Final Standardized Evacuation Zones” that will include evacuation zones, roads, school, hospitals, potential traffic congestion choke points, number of parcels/structures, and estimated population.
- The Final Standardized Evacuation Zones products to be delivered:
  - da○ Digitally in a Shape File to Public Safety Communications GIS Specialist.
  - Th○ Digital files to be delivered in a format for printing both binder sized 90 pages and E-Size wall maps.
  - co○ (1) Hard Drive of all content created for this project, delivered to PSC

- Pr GIS Specialist.
  - Within 60 days of Final Standardized Evacuation Zone product delivery, the Contractor will create an “Evacuation Decision Support Tool” (EDST) prototype piece of software based on commonly accepted fire behavior models, weather stations, topography and fuel data.
  - The EDST prototype will be able to make evacuation recommendations using the Final Standardized Evacuation Zones.
  - The EDST prototype will allow for incident commanders to “drop a pin” and run evacuation models in real-time
  - An online version of the EDST prototype will provide coverage for 2 jurisdictions, selected by San Mateo County, and be made available for to all fire agencies in San Mateo County for free for up to 90 days.
  - Contractor shall provide a (3) hour trainings for interested agencies during a one-day “EDST demonstration day”.
  - The EDST software will be available for purchase or subscription at the end of the 90-day trial by any interested fire agency in San Mateo County, at an additional cost.
  - Provide Evacuation Management Platform (EMP) and Community Evacuation Interface (CEI) online application subscription services for the San Mateo County Standard Wildfire Module.
  - Collaborate with local fire and police chiefs, Office of Public Safety Communications, the Office of Emergency Services, and first responders to familiarize them with the capabilities of the platform (e.g. cross-agency planning and training; up-to-date maps and plans; fire/evacuation scenarios; and related support) as mutually agreed upon.
  - Implement the Community Evacuation Interface (CEI) for community engagement: link with existing email and social media, create CEI “Countywide Smart Evacuation Zones” website to be hosted by Zonehaven or embedded in a single county website.
4. Original Exhibit B is replaced with Revised Exhibit B, (rev. May 4, 2020) as follows:

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor shall invoice the County upon execution of the contract for \$35,000 to cover upfront 50% of the costs associated with this contract. Upon delivery of the final evacuation zones, Contractor shall invoice the County up to \$21,000. Upon delivery and approval of all remaining deliverables, Contractor shall invoice the County up to

\$14,000.

Contractor shall invoice the County on February 1, 2020, February 1, 2021, and February 1, 2022 for \$98,000 each year for annual subscription costs.

All other terms and conditions of the agreement dated June 10, 2019, between the County and Contractor shall remain in full force and effect.

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

For Contractor: Zonehaven

DocuSigned by:

*Charlie Crocker*

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Contractor Signature

5/13/2020

Date

Charlie Crocker

Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board