

**SECOND AMENDMENT TO CONTRACT NO. DA-5023
BETWEEN THE CITY OF LOS ANGELES AND
INNOVATIVE EMERGENCY MANAGEMENT, INC.**

This **SECOND AMENDMENT** is made and entered into as of this _____ day of _____, 2019, at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation (hereinafter referred to as "City"), acting by and through the Board of Airport Commissioners (hereinafter referred to as "Board") of the Department of Airports (hereinafter referred to as "Department" or "LAWA") and **INNOVATIVE EMERGENCY MANAGEMENT, INC.** (hereinafter also referred to as "Consultant"),

RECITALS

WHEREAS, City and Consultant entered into Contract No. DA-5023 (hereinafter referred to as "Contract") dated September 3, 2015 for emergency management services; and

WHEREAS, on June 5, 2018 City and Consultant amended the Contract to add time to the Contract; and

WHEREAS, the Parties hereto desire to amend this contract again to add time and money to the Contract.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED that Contract No. DA-5023 BE AMENDED AS FOLLOWS:

Section 1.0. Section 2.0, Term of Contract, is hereby deleted in its entirety and replaced with the following:

"The term of this Contract shall commence upon Consultant's receipt from LAWA of a Notice-to-Proceed and shall terminate on June 30, 2020, subject, however, to earlier termination as hereinafter specified in Section 24.0, Abandonment of Program and Cancellation of Contract or Suspension of Services."

Section 2.0. Section 8.2 is hereby deleted in its entirety and replaced with the following:

"For all Services rendered under this contract, all costs, direct or indirect, and all expenses incurred by Consultant pursuant to this Contract, the total compensation that could be paid to the Consultant for all services rendered under this contract shall not exceed the total sum of three million, two hundred thousand dollars (\$3,200,000)."

Section 3.0. It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second Amendment shall not in any manner alter, change, modify or affect any of the rights, privileges, duties or obligations of either



of the parties hereto under or by reason of Contract No. DA-5023, and except as expressly amended herein, all terms, covenants, and conditions of Contract No. DA-5023, and all amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, Department has caused this Second Amendment to be executed by its Chief Executive Officer and Consultant has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
MICHAEL N. FEUER
City Attorney

Date: 8/8/19


By: 
Deputy City Attorney

CITY OF LOS ANGELES

By _____
Chief Executive Officer
Department of Airports

By _____
Chief Financial Officer

ATTEST:

By 
Secretary (Signature)

Ted Lemcke
Print Name

**INNOVATIVE EMERGENCY
MANAGEMENT, INC.**

By 
Signature

Brad Tiffie
Print Name

Director of Operations
Print Title

[SEAL]

