

First

Amendment to Standard City of San José Consultant Agreement
(Non-Capital Projects)

Second

Consultant's Name: Innovative Emergency Management, Inc.

Third

(Standard Agreement AC No. OC-001278-000)

This Amendment is made and entered into this October 14, 2022. The City and Consultant amend the above-referenced agreement as set forth herein.

1. Capitalized words in this Amendment have the same meaning as in the Agreement.
 2. The provisions of this Agreement (including any previous amendments) not modified by this Amendment remain in full force and effect.
 3. The provisions of this Amendment are effective upon execution of the Amendment by both parties.
 4. **Agreement Term:** Section 2 is amended to extend the expiration date from 2/28/2023 to 12/31/2023.
 5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$145,261.48 to \$182,679.48.
 6. **Agreement Section(s):** Section(s) _____ is/are amended to read as set forth in Attachment A of the Amendment.
 7. **Scope of Basic Services – Exhibit A:** The original First Revised Second Revised Exhibit A is amended to read as set forth in the attached First Second Third Revised Exhibit A, which is incorporated by reference into this Amendment.
 8. **Compensation – Exhibit B:** The original First Revised Second Revised Exhibit B is amended to read as set forth in the attached First Second Third Revised Exhibit B, which is incorporated by reference into this Amendment.
 9. **Additional Services:** The Consultant is authorized to perform the Additional Services set forth in the attached Additional Services Exhibit, which is incorporated by reference into this Amendment.
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This Amendment is executed by the authorized representatives of the City and Consultant as follows:

Cit: 
By

Email: sarah.zarate@sanjoseca.gov
Date: 10/14/2022 GMT

Co: 
By

Email: keith.reynolds@iem.com
Date: 10/14/2022 GMT

Name: Sarah Zarate
Title: Director, Office of Administration, Policy and Intergovernmental Affairs

Name: Keith Reynolds
Title: Manager, Contract Administration

Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney.

(Maximum Total Compensation, as amended, is \$100,000 or less, and the provisions of the form are not altered.)



Approved as to Form:

**Attorney
Diana Yuan**



Email: diana.yuan@sanjoseca.gov
Date: 10/14/2022 GMT

First

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Revised Exhibit A: Scope of Basic Services

(Non-Capital Project)

This revised Exhibit A is an attachment to the First Second Third amendment to Agreement.

The following is added to the original Exhibit A:

Task No. 3: Develop Business Impact Analysis (BIA)

A. Services Conduct Hazard, Vulnerability and Capability Assessments

The Consultant will conduct a BIA which will consist of conducting a Hazard Assessment (HA), a Vulnerability Assessment (VA) and a Capability Assessment (CA) with each of the City's 19 departments (the City Manager's Office will consolidate its 6 divisions.) These assessments will identify:

- The hazards or threats that may affect each department.
- The vulnerability of each department to each of these risks and hazards (that is, the potential impacts of the most likely hazards to the City's mission essential functions (MEFs)).
- The capabilities the department/City has, or needs to develop or procure, in order to mitigate the effects of those hazards that are most likely to occur and that would cause the most severe impacts.

The Consultant will follow the Federal Emergency Management Agency (FEMA) Continuity Guidance Circular (CGC) and Disaster Recovery Institute International (DRII) standards during this phase.

The Consultant will use the following hazards/threats identified in the County/City Risk Mitigation Plan to conduct the BIA:

- Earthquake
- Severe Weather
- Flood
- Dam and Levee Failure
- Landslide
- Wildfire
- Drought

Hazard Assessment (HA)

Form Name: Amendment to Standard Consultant Agreement (Non-Capital Projects)
Revised Exhibit A: Scope of Services

1 of 3

Form/File No.: 1348130_3/T-32026

City Attorney Approval Date: September 2022

The HA will list the potential hazards/threats to the City of San Jose's operations. Each department will rank the perceived probability of each risk occurring at their facility, using a scale of 1-10.

Table 1 below illustrates how hazards/threats might be ranked based on participants' input.

Table 1: Ranking of Hazards/Threats

Hazard/Threat	Score	Ranking
Earthquake	8.57	1
Severe Weather	8.09	2
Flood	6.67	3
Dam or Levee Failure	5.48	5 (t)
Landslide	5.48	5 (t)
Wildfire	4.76	8 (t)
Drought	4.76	8 (t)

Vulnerability Assessment (VA)

The VA is designed to identify the perceived impact level (catastrophic, critical, limited, or negligible) for each hazard/threat if it were to occur.

Table 2 below illustrates how impact levels might be ranked based on participants' input.

Table 2: Perceived Impact Levels of Hazards/Threats

Hazard/Threat	Score	Ranking
Earthquake	9.05	1
Severe Weather	8.33	2
Flood	8.09	3
Dam or Levee Failure	7.14	5 (t)
Landslides	7.14	5 (t)
Wildfire	6.9	7 (t)
Drought	6.9	7 (t)

With these two data points, the Consultant will prioritize the hazards/threats which have the highest probability of occurring and will have the greatest impact. The Consultant will then work with the City Project Team to determine appropriate thresholds which will give the City a clear picture of the RISKS

that need to be addressed in the capability assessment. This type of analysis is useful because it helps the City focus time, money, resources, and efforts on the right risks.

Capability Assessment (CA)

The CA will identify what capabilities and resources currently exist for each risk or the capabilities and resources required for mitigating the effects of the risk.

The Consultant will conduct the CA prior to former Task No. 3, now Task No. 4, Conduct Interviews with City Departments. The Consultant will gather CA information on each of the risks identified for each department.

The Consultant has experience conducting these types of analyses and we understand the challenges of conducting this type of survey/analysis in large entities with competing priorities. Most stakeholders do not understand the HA/VA/CA or the COOP development process, so the Consultant's strategy for gathering complete, reliable data is to develop a succinct, user-friendly instrument and virtually administer it to department representatives.

In the conduct of this task, the Consultant will work with the COOP Project Team to develop the HA/VA survey instrument. The Consultant will virtually administer the HA/VA instrument to department representatives.

Upon receipt of responses, the Consultant will develop a draft report, which will be provided to the COOP Project Team for validation. After the report has been validated, the Consultant will provide a final draft HA/VA report to the Project Team and the COOP development milestone task will begin which will include the CA.

B. Deliverable: The Consultant will provide the following to the City's Contract Manager:

- **Draft Threat and Hazard Survey**
- **Draft HA/VA Report**
- **CA Integration into COOP Plans**

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

- On or before the following date: September 30, 2023
- On or before _____ Business Days from _____.

First **Second** **Third** **Revised Exhibit B: Compensation (Non-Capital Projects)**

This revised Exhibit B is an attachment to the **First** **Second** **Third** amendment to the Agreement and adds to the original Exhibit B.

Section 1 – Compensation Table

Part 1 – Compensation for Basic Services						
Column 1	Column 2		Column 3			Column 4
Task Nos.	Basis of Compensation		Invoice Period			Compensation
3	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$37,418.00
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
Part 2 – Reimbursable Expenses						
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			<input type="checkbox"/> Expenses are separately reimbursable in accordance with Subsection 10.5 of the Agreement. The maximum amount of reimbursable expenses is:			\$
Part 3 – Subconsultant Costs						
<input checked="" type="checkbox"/> The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are not separately compensable.			<input type="checkbox"/> Subconsultant costs are separately compensable in accordance with Subsection 10.6 of the Agreement. The maximum amount of compensation for subconsultant costs is:			\$
Part 4 – Additional Services						
<input checked="" type="checkbox"/> No money is budgeted for Additional Services, and the Director cannot authorize any Additional Services.			<input type="checkbox"/> The Director may authorize the Consultant to perform Additional Services up to the following maximum amount:			\$
Maximum Total Compensation (sum of Parts 1 through 4):						\$ 37,418.00

Per CAO, compensation exhibit only includes Amendment amount.

Section 2 – Schedule of Rates and Charges

- Omitted.** No Schedule of Rates and Charges is included because the City will not be compensating the Consultant for any Basic Services on a “time & materials” basis.

- The following is the Schedule of Rates and Charges applicable to this Agreement: