

**AMENDMENT NUMBER ONE
TO
CONTRACT MA-017-20011849
FOR
FINANCIAL COST RECOVERY CONSULTING SERVICES**

This Amendment Number One (hereinafter “Amendment”) to Contract Number MA-017-20011849 is made and entered into upon execution of all necessary signatures by and between the County of Orange, a political subdivision of the State of California, (hereinafter “County”) and Innovative Emergency Management, Inc., (hereinafter “Contractor”) a Louisiana corporation, with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, County and Innovative Emergency Management, Inc. executed Contract MA-017-20011849 for Financial Cost Recovery Consulting Services, effective May 18, 2020 through and including May 17, 2021, in a total amount not to exceed \$200,000 (hereinafter “Contract”); and

WHEREAS, Parties now desire to enter into this Amendment to renew the Contract for one additional year effective May 18, 2021 through and including May 17, 2022 in an amount not to exceed \$280,000 for this renewed term and to amend Attachment B.

NOW THEREFORE, the Parties agree to amend the Contract as follows:

1. The Contract is renewed for a term of one (1) year, effective May 18, 2021 through May 17, 2022.
2. The first paragraph of Attachment B, Compensation and Pricing, Section I. **Compensation**, of the Contract is amended to state as follows:

“This is a usage Contract between the County and the Contractor for Financial Cost Recovery Consulting Services as provided in Attachment A, Scope of Work. The total compensation under this Contract shall not exceed \$200,000 for services performed between May 18, 2020 and May 17, 2021 and \$280,000 for services performed between May 18, 2021 and May 17, 2022, for a revised cumulative total amount not to exceed \$480,000.”

This Amendment modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment and the Contract, including all previous amendments, the terms and conditions of this Amendment shall prevail. In all other respects, the terms and conditions of the Contract, including its previous amendments, remain unchanged, in full force and effect.

CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

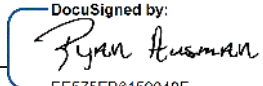
**INNOVATIVE EMERGENCY MANAGEMENT, INC.*
a State of Louisiana Corporation**

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Ryan Ausman Manager of Contract Administration

Print Name Title

Signature  3/11/2021

Signature Date

Print Name Title

Signature Date

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

COUNTY OF ORANGE, a political subdivision of the State of California

Print Name Title

Signature Date

APPROVED AS TO FORM, Office of the County Counsel, County of Orange, California

Mark Servino Supervising Deputy

Print Name Title

Mark Servino  March 11, 2021

Signature Date



CORPORATE RESOLUTION ACTION WITHOUT MEETING

Madhu Beriwal, the sole Director of Innovative Emergency Management, Inc., a Louisiana corporation (the "Corporation"), acting pursuant to Louisiana Revised Statutes § 12:81 and Article IV of the Bylaws of the Corporation, as amended and restated, hereby waives notice of a special meeting of the Board of Directors and adopts by written consent the following resolutions.

BE IT RESOLVED that Ryan Corson Ausman, in his capacity as Manager of Contract Administration of the Corporation, is hereby authorized for and on behalf of the Corporation to execute and deliver contracts, agreements, and other instruments for the Corporation, excluding any and all acts of sale of real estate/immovable property, acts of sale with mortgage of immovable property, promissory notes, and settlement statements for the Corporation; and

BE IT FURTHER RESOLVED that this authorization includes responses on behalf of the Corporation to requests for proposals, requests for bid, requests for quotation, requests for information, price quotes, and any other solicitation for a contract opportunity, including any and all forms or certifications required therein to give effect to the Corporation's responses; and

BE IT FURTHER RESOLVED, that any and all actions described heretofore taken on behalf of the Corporation that would have been authorized hereunder if taken after the adoption of this resolution are hereby approved, confirmed, and ratified as valid and fully authorized acts of the Corporation without the necessity of any further action by the Board of Directors of the Corporation.

The undersigned hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books, records, and seal of the Corporation; that the foregoing is a true record of a resolution duly adopted by the sole Director of the Corporation by written consent pursuant to the Bylaws of the Corporation; and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the Corporation this 16th day of December 2019.



A handwritten signature in blue ink, appearing to read "Theodore G. Lemcke".

Theodore G. Lemcke, Secretary
Innovative Emergency Management, Inc.