**EMERGENCY AMENDMENT TO THE**

**AGREEMENT**

**BY AND BETWEEN**

**MAYOR AND CITY COUNCIL OF BALTIMORE**

**AND**

**[CONTRACTOR’S LEGAL NAME]**

 **THIS EMERGENCY AMENDMENT** (“Amendment”) is entered into on the Effective Date (defined below), by and between the **MAYOR AND CITY COUNCIL OF BALTIMORE**, a municipal corporation of the State of Maryland, acting by and through its [PROVIDE SPECIFIC DEPARTMENT/AGENCY] (the “City”) and [**CONTRACTOR’S LEGAL NAME**], a corporation/limited liability company/sole proprietor registered and in good standing in the State of Maryland (the “Contractor”).

**RECITALS**

**WHEREAS**, by an Agreement approved by the City’s Board of Estimates on [PROVIDE DATE] (the “Original Agreement”), the City awarded Contract Number [ENTER NUMBER] for the Contractor to [PROVIDE DESCRIPTION] on behalf of [PROVIDE SPEICIFIC DEPARTMENT/AGENCY] (the “Department”);

**WHEREAS**, on or about March 18, 2020, a health emergency involving the novel coronavirus was declared by the City (the “emergency”) giving rise to the need to obtain additional services from the Contractor on a non-competitive basis to address the emergency;

**WHEREAS**, the Director of Finance has approved the procurement of the supplies under this Amendment pursuant to Baltimore City Charter, Article VI, §11 (e)(ii); and

**WHEREAS**, the City hereby wishes to increase the services provided by the Contractor and pay the Contractor additional funds during the emergency.

**NOW, THEREFORE**,in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The period of the emergency services to be provided by the Contractor shall begin on [START DATE] and end on [END DATE].
2. The scope of work defined in the Original Agreement, which is incorporated herein by reference, shall herein be amended to add [NEW SERVICES/GOODS] as provided in the Contractor’s quote which is attached hereto as **Exhibit A** and incorporated herein.
3. The total compensation to be paid to the Contractor under this Amendment shall be an amount not to exceed **[ Dollars ($ . )]** for the emergency services.
4. Local Hiring Law. Due to the emergency nature of the Amendment, the requirements of Article 5, Subtitle 27 of the Baltimore City Code, as amended (the Local Hiring Law) are not applicable to the services provided under this Amendment.
5. MBE/WBE. Due to the emergency nature of the Amendment, the City waives the MBE/WBE requirements for the services provided under this Amendment pursuant to Art. 5, § 28-64 of the Baltimore City Code. The Contractor will make every good faith effort to continue to subcontract to minority and women’s business enterprises if subcontracting is utilized.
6. This Amendment shall be effective upon the date of City Purchasing Agent approval (the “Effective Date”).
7. All other terms and conditions of the Original Agreement, except to the extent amended herein, remain in full force and effect.
8. The Recitals are incorporated herein.

**[SIGNATURE PAGE FOLLOWS]**

 **IN WITNESS WHEREOF,** the parties hereto have executed this Amendment to be effective as of the Effective Date.

**WITNESS [CONTRACTOR’S LEGAL NAME]**

 By:

Signature Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESS MAYOR AND CITY COUNCIL OF BALTIMORE**

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Keasha L. Brown, CPPO

Acting City Purchasing Agent

**APPROVED AS TO FORM AND**

**LEGAL SUFFICIENCY**

Chief Solicitor

Being page 2 of an Amendment by and between the Mayor and City Council of Baltimore and [CONTRACTOR’S LEGAL NAME].

**EXHIBIT A**

**CONTRACTOR’S QUOTE**