

**AMENDMENT NO. 1
TO NON-STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EVERBRIDGE, INC.**

THIS RENEWAL AND AMENDMENT NO. 1 to Agreement made by and between the County of Monterey (hereinafter, "County"), a political subdivision of the State of California, and Everbridge, Inc. (hereinafter, "CONTRACTOR"), is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") with respect to the following:

WHEREAS, CONTRACTOR entered into a Non-Standard Agreement with the County on October 8, 2022, (hereinafter, "Agreement") to provide Alert and Warning Emergency Notification System (hereinafter, "services") through and including October 7, 2023, for an amount not to exceed \$94,636.03; and

WHEREAS, the Agreement expired on October 7, 2023; and

WHEREAS, the Parties have since continued to perform under the Agreement and otherwise conduct themselves as if it remained in force; and

WHEREAS, additional time is necessary to maintain continuity of services required by the County; and

WHEREAS, the Parties mutually desire to reinstate the Agreement with effect retroactive to October 8, 2023; and

WHEREAS, the Parties wish to renew and amend the Agreement to extend the term for six (6) additional months to April 7, 2024, and increase the amount by \$35,233.66 for a total not to exceed amount of \$129,869.69 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Renewal and Amendment No. 1.

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

1. The Agreement shall be, and hereby is, retroactively reinstated in its entirety as of October 8, 2023, and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.
2. Amend the second sentence of Section 2.0, "Payment Provisions", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$129,869.69.
3. Amend the first sentence of Paragraph 3.01 under Section 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from October 8, 2022, to April 7, 2024, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend 9.03 under Section 9.0, "Insurance Requirements", to require CONTRACTOR meet the Automobile Insurance Threshold as follows:

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

5. Amend C.1 under Section C., "Additional Payment Provisions and Pricing", to read as follows:

CONTRACTOR shall provide the services described in the SCOPE OF WORK for period from October 8th, 2022, to April 7, 2024, for no more than \$129,869.69.

6. Except as provided herein, all other terms, conditions, and provisions of the Agreement, including all Exhibits thereto, shall remain unchanged and unaffected by this Renewal and Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
7. This Renewal and Amendment No. 1 shall be attached to the original Agreement executed by the County on October 8, 2022, and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Renewal and Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Everbridge, Inc.

Date: _____

By: _____
Contractor's Business Name
DocuSigned by:
Phillip Huff
25E1AF437AA642F
(Signature of Chair, President, or Vice President)

Approved as to Form

Its: Phillip Huff, Vice President and
Assistant Treasurer

(Print Name and Title)

Office of the County Counsel
Leslie J. Girard, County Counsel

Date: 10/24/2023 | 8:38 AM PDT

By: _____
DocuSigned by:
Tucker Wisdom-Stack
DF0C10D906814B4
Tucker Wisdom-Stack
Deputy County Counsel

By: _____
DocuSigned by:
Noah Webster
53C604E2AAC74C1...

Date: 10/24/2023 | 3:27 PM PDT

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: Noah Webster, Secretary
(Print Name and Title)

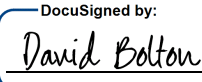
Approved as to Fiscal Provisions

By: 
4E7E657875454AE Auditor/Controller

Date: 10/24/2023 | 9:48 AM PDT

Date: 10/24/2023 | 4:42 PM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
Leslie J. Girard, County Counsel

By: 
68FDC263FF6243C... David Bolton
Risk Manager

Date: 10/24/2023 | 1:00 PM PDT