

AMENDMENT #6 TO AGREEMENT #1520-16001

County of Monterey and Everbridge, Inc.

THIS AMENDMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and Everbridge Inc., (hereinafter “CONTRACTOR”).

WHEREAS, This Amendment modifies Agreement #1520-16001 for the provision of the Everbridge Messaging and Notification System, from October 8, 2013 through October 7, 2018, and; Amendment #1, and; Amendment #2, and; Amendment #3 from October 8, 2018 through October 7, 2019, and; Amendment #4 from October 8, 2019 through October 7, 2020, and; Amendment #5 from October 8, 2020 through October 7, 2021 (hereinafter, “Original Agreement”); and

WHEREAS, the County and CONTRACTOR wish to amend the Original Agreement by **adding eighty-eight thousand eight hundred fifty dollars (\$88,850.00) and extending the agreement retroactively to October 8, 2021 through October 7, 2022** for a revised contract total of **seven hundred eighty thousand three hundred sixty eight dollars (\$780,368.00)**.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Original Agreement in the following manner:

1. Section 3.1 of the Original Agreement is amended to read as follows:

3.1 The term of this Agreement is retroactive to October 8, 2013 through October 7, 2022, unless sooner terminated pursuant to the terms of this Agreement. County is not required to state a reason if it elects not to renew this AGREEMENT.

2. Section 3.4 of the Original Agreement is amended to read as follows:

Termination for Convenience by COUNTY. County may terminate this AGREEMENT without cause at any time on thirty (30) days prior written notice; provided, however that it shall not be entitled to a refund of any fees then due and owing. Upon termination, fees for the final invoice shall be pro-rated in accordance with the number of days in that quarter prior to the effective date of the termination.

3. Section 4.2 of the Original Agreement is amended to read as follows:

4.2 The total amount payable by County to CONTRACTOR under this Agreement shall not exceed seven hundred eighty thousand three hundred sixty-eight dollars (\$780,368.00) for the term of this Agreement. Payment for the additional services (only) shall be pursuant to the Exhibit B2; Exhibit B2 shall supplement, not replace all other payment provisions.

4. Section 5.2 of the Original Agreement is amended to read as follows:

CONTRACTOR shall submit such invoices periodically or at the completion of such services but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the quarter, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. The invoicing schedule for the October 8, 2021 through October 7, 2022 contract term shall be as follows:

Quarter	Dates of Quarter	Invoice Amount	Invoice Date
1	10/8/21 – 1/7/22	\$22,212.50	11/20/2021
2	1/8/22 – 4/7/22	\$22,212.50	1/30/2022
3	4/8/22 – 7/7/22	\$22,212.50	4/30/2022
4	7/8/22 – 10/7/22	\$22,212.50	7/30/2022

Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the Original Agreement.

A copy of this AMENDMENT shall be attached to the Original Agreement.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

County of Monterey

EverBridge, Inc.

Director of Emergency Communications

DocuSigned by:
By: Phillip E. Huff

Signature of Chair, President, or
Vice-President
Phillip Huff, Chief Accounting
Officer

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

11/3/2021 | 12:31 PM PDT

DocuSigned by:
Gary Giboney

Dated: _____

Deputy Auditor/Controller

DocuSigned by:
By: Elliot Mark

Dated: _____
11/8/2021 | 9:25 AM PST

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

Approved as to Form:

Elliot J. Mark, Secretary

DocuSigned by:
Anne Brenton

Printed Name and Title

Deputy County Counsel

Dated: 11/3/2021 | 12:27 PM PDT

Dated: _____
11/8/2021 | 9:21 AM PST

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.