

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN EVERBRIDGE, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
CRITICAL EVENT MANAGEMENT SOFTWARE SERVICES**

This Amendment No. 3 to the Services Agreement (“Agreement”) which was effective on January 30, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Everbridge, Inc. (“CONTRACTOR”); **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and CONTRACTOR are referred to as the “Parties” to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for critical event management software services with a term January 30, 2018 through January 29, 2020 and a total Agreement amount not to exceed \$62,264; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on November 22, 2019 via Amendment No. 1 to extend the term for an additional two (2) year period through January 29, 2022 to allow for services to continue with a \$65,378 increase for the added services and a total Agreement amount not to exceed \$127,642; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on December 31, 2020 with additions to the original scope of work attached hereto as “Exhibit A-2 per Amendment No. 2”, with a \$6,500 increase for the added services and a total Agreement amount not to exceed \$134,142; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning January 30, 2022 and to extend the term for an additional two (2) year period (January 30, 2022 through January 29, 2024) for a revised full Agreement term of January 30, 2018 through January 29, 2024 to allow for services to continue with revisions to the original scope of work attached hereto as “Exhibit A-3 as per Amendment No. 3” and to increase the amount payable by \$75,871 for a total Agreement amount of \$210,013.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No 1, Amendment No. 2, and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, “PAYMENTS BY COUNTY” shall be amended to the following:
“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-3 as per Amendment No. 3 attached hereto this Amendment No. 3. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$210,013.”
2. The first sentence of Section 3 /Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from January 30, 2018 through January 29, 2024 unless sooner terminated pursuant to the terms of this Agreement.”

3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A-3: revised Scope of Services/Payment Provisions as per Amendment No. 3."
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2 and Renewal and Amendment No. 3.
5. A copy of this Amendment No. 3 shall be attached to the Agreement.
6. This Amendment No. 3 shall be effective when both parties have signed.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 1/13/2022

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 1/13/2022

CONTRACTOR

Everbridge, Inc.

CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

Phillip E. Huff Chief Accounting Officer

Name and Title

Date: 12/28/2021

By: _____
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Elliot J. Mark, Secretary

Name and Title

Date: 12/28/2021

*****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 (two signatures required).

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 (two signatures required).

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 (one signature required).

Exhibit A-3: Scope of Services and Payment Provisions as per Amendment 3

Contract Summary Information:	
Contract Period:	24 Months
Contract Start Date:	1/30/2022
Contract End Date:	1/29/2024

Year 1

QTY	DESCRIPTION	PRICE
172	CMS Emergency Preparedness	USD 34,495.45
172	Everbridge Visitor Engagement	USD 3,440.00
Year 1 TOTAL:		USD 37,935.45

Year 2

QTY	DESCRIPTION	PRICE
172	CMS Emergency Preparedness	USD 34,495.45
172	Everbridge Visitor Engagement	USD 3,440.00
Year 2 TOTAL:		USD 37,935.45

Pricing Summary:

Year One Fees:	USD 37,935.45
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 37,935.45

Ongoing Fees:

Year Two Fees:	USD 37,935.45
----------------	---------------

Messaging Credit Allowance:

Year One:	4,000,000
Year Two:	4,000,000

Total Charges: **\$75,870.90**