

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & EVERBRIDGE, Inc.**

THIS AMENDMENT is made to the AGREEMENT for Notification services by and between **EVERBRIDGE, Inc.** hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT for user training on the new notification system and to increase the total amount of the AGREEMENT due to the addition of these training services. This training does not constitute a substantial change to the Agreement.

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

1. Section 4.2 “COMPENSATION AND PAYMENTS” shall be amended by removing, *“The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$79,234.00 for year one of the contract and not to exceed the sum of \$73,550.00 for optional renewal years.”* and replacing it with *“The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$79,234.00 for year one of the contract and not to exceed the sum of \$78,550.00 for optional renewal years.”*
2. EXHIBIT A – Prequalifications shall be amended for user training on the notification system as per EXHIBIT A1 Revised per Amendment #1 attached hereto.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on September 27, 2013.

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

MONTEREY COUNTY

[Signature]
Contracts/Purchasing Officer
Deputy Purchasing Agent
County of Monterey

Dated: 12 Dec 2014

Approved as to Fiscal Provisions:

[Signature]
Deputy Auditor/Controller

Dated: 12/11/14

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

[Signature]
Deputy County Counsel

Dated: 12/11/14

CONTRACTOR

By: *[Signature]*
Signature of Chair, President, or
Vice-President

Jamie Ellertson, CEO
Printed Name and Title

Dated: 12/09/2014

By: *[Signature]*
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Cinta Putra, Secretary
Printed Name and Title

Dated: 12/09/2014

*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.

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

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: 

Signature of Chair, President, or
Vice-President

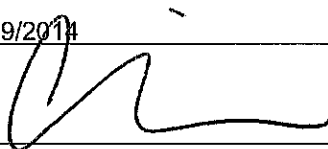
Dated:

Jamie Ellertson, CEO
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 12/09/2014

Deputy Auditor/Controller

By: 

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

Dated:

Cinta Putra, Secretary
Printed Name and Title

Approved as to Liability Provisions:

Risk Management

Dated: 12/09/2014

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

*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.

EXHIBIT A1

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide 14 hours over two days of onsite training for an uncapped number of trainees with an anticipated start date of December 16, 2014 and continuing until December 17, 2014 at the Monterey County Emergency Operations Center located at:

1322 Natividad Road
Salinas, CA 93905

Such start date is subject to Everbridge's reasonable discretion to re-schedule, provided that Everbridge shall provide advance notice of at least five (5) business days prior to the anticipated start date.

Training provided by CONTRACTOR shall include:

Dec 16th:

Data Management for System Administrators -

- Examine current set up for citizen and employee data
- Outline steps and cadence to refresh data
- Create geographically based restrictions for notification permissions and administrator access
- Create automated data management processes
- If appropriate make changes, load data, or make a list of requirements in order to get a complete export that can be used with Everbridge.
- Granting geographic permissions for cities to send notifications.
- Work with IS/IT teams to work through automated data import process (if Monterey would like to use for internal processes: i.e. police/fire/EMS call outs)

Administrator Training for Agency Administrators -

- Notification Summary Reports
- Loading contacts and managing contact lists
- Review best practices in Settings Tab
 - o Default Options – Best Practices
 - o Sender Information – Best Practices
 - o Delivery Methods – Best Practices (Voice, Text/E-Mail, Member App)
 - o Broadcast Throttling – Best Practices
 - o Greeting Library – Examples of Greetings and Best Practices
 - o Conference Bridge – Settings & Best Practices
- Introduce Certification Process (to be taken after instructor leaves)

Dec 17th:

System User Training -

- Best Practices in Notifications (Emergency and Non-Emergency)–
- Notification Templates (Scenarios)
- Schedule/Recurring Notifications
- Message Template Library
- Introduce Certification Process (to be taken after instructor leaves)
- Agency Certification for Emergency Notifications
- Agency Certification for Non-Emergency notifications

Non-Sender Training – Training for System Users & Non-Users from all agencies who may have ECD/OES send an emergency notice to the public on their behalf.

- Message Type
- What are they trying to say?
- Target Audience
- How do they want to send it?
- Review notification template (to be provided by Monterey County)