

**AMENDMENT #2 TO PROFESSIONAL SERVICES
AGREEMENT
COUNTY OF MONTEREY & Everbridge, Inc.**

THIS AMENDMENT is made to the AGREEMENT for Emergency 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 to add additional services and to increase the total amount of the AGREEMENT due to the addition of services.

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

1. Section 4.2, "PAYMENTS BY THE COUNTY" shall be amended effective February 1, 2016, 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 \$78,550.00 for optional renewal years."* and replacing it with *"The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$247,268.00 for the term of the AGREEMENT, which is comprised of \$79,234.00 for year one and not to exceed amounts of \$78,550.00 for each additional option year for services rendered pursuant to the Exhibit A1 Scope of Work, and a not to exceed amount of \$15,250.00 for services rendered pursuant to the separate Exhibit A2 Scope of Work,"* Payment for the additional services (only) shall be pursuant to the EXHIBIT B2, attached hereto; EXHIBIT B2 shall supplement, not replace, the existing payment provisions of the existing Agreement as those existing provisions relate to unmodified services.
2. EXHIBIT A – Scope of Services to the original Agreement shall be amended effective February 1, 2016, by adding to the existing services required by the Agreement, not replacing them, with the additional services as per EXHIBIT A2, attached hereto.

Exhibit H – Everbridge Additional Provisions shall be amended effective February 1, 2016, by adding *"CONTRACTOR's product offerings include Community Engagement and Nixle-branded products. The nature of these products involves the transmission of notifications via public forums. As such, the following shall apply with respect to such products: County grants to CONTRACTOR a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from*

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communications County sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "Public Communications"), (b) use and display County's trademarks, service marks and logos solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where CONTRACTOR displays your Public Communications, as applicable, and (c) place a widget on County's website in order to drive Contact opt-in registrations. County further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by CONTRACTOR and such information will be governed by the applicable Privacy Policy. Such individuals may opt-in to receive notifications from multiple clients of CONTRACTOR, so CONTRACTOR must retain an individual's personal information even if County ceases to utilize Community Engagement."

3. If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT and prior Amendment shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

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

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: _____

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

CONTRACTOR

By:  _____

Signature of Chair, President, or
Vice-President

Phillip Huff, Vice President

Printed Name and Title

Dated: 02/04/2016

By:  _____

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

Shannon Castellani, Assistant Secretary

Printed Name and Title

Dated: 02/04/2016

***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 A2

TO AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT COUNTY OF MONTEREY & EVERBRIDGE Inc.

SCOPE OF WORK: Effective February 2, 2016, in addition to the existing Scope of Work as set forth in the AGREEMENT, CONTRACTOR shall also provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Increase subscription to COUNTY and local agency emergency and non-emergency notification systems by the addition of the Everbridge Community Engagement feature which will expand user participation and provide enhanced opt-in features as follows:

1. An Easy Opt-In System
2. Keyword Opt-In
3. Resident Opt-In by Zip Code
4. Two-Way Dialogue with Social Media Integration
5. Empower Residents to be Eyes and Ears of the Community via Tip Watch
6. Engage Real-Time Alerts with Mobile Application

EXHIBIT B2

**TO AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & EVERBRIDGE, Inc.**

Price List for Additional Services Added to AGREEMENT pursuant to Amendment No. 2 to the AGREEMENT, effective February 1, 2016:

PREMIUM FEATURES/USAGE:				
Service	Fee Type	Quantity	Unit Price	Total Price
Everbridge Community Engagement	Recurring	1	\$15,300.00	\$15,300.00
Premium Feature Prorated Deduction Amount:	One-Time	1	(\$2,550.00)	(\$2,550.00)
PROFESSIONAL SERVICES:				
Service:				
Consulting Services - Per hour fee (Remotely Delivered)	One-Time	10	\$250.00	\$2,500.00
Total for Additional Service:				\$15,250.00