

AMENDMENT #5 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, executed on September 27, 2013 and amended on December 12, 2014, March 2, 2016, November 11, 2018, and November 19, 2019 (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)** for a revised **contract total of six hundred ninety-one thousand five hundred eighteen dollars (\$691,518.00)**.

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 from October 8, 2013 through October 7, 2021, unless sooner terminated pursuant to the terms of this Agreement.

2. 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 six hundred ninety-one thousand five hundred eighteen dollars (\$691,518.00) 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.

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 Huff
Signature of Chair, President, or Vice-President

Dated:

Phillip Huff - Vice President
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 9/17/2020 | 7:42 AM PDT

DocuSigned by:
Gary Giboney
Deputy Auditor/Controller

Dated: 9/17/2020 | 10:56 AM PDT

DocuSigned by:
By: Elliot Mark
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Approved as to Form:

Elliot Mark - General Counsel/Secretary

DocuSigned by:
Katherine Hansen
Deputy County Counsel

Dated: 9/17/2020 | 10:54 AM PDT

Printed Name and Title
Dated: 9/16/2020 | 5:44 PM PDT

*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.