

**AMENDMENT #3 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & Everbridge, Inc.**

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Mass 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 reflect the County's exercise of the option to extend for one (1) additional year; and

WHEREAS, the County and CONTRACTOR wish to upgrade and expand the services provided to County by CONTRACTOR at no additional cost to the County.

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

1. Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing "The term of this Agreement is from October 8, 2013 to October 7, 2018, unless sooner terminated pursuant to the terms of this Agreement", and replacing it with "**The term of this Agreement is from October 8, 2013 to October 7, 2019, unless sooner terminated pursuant to the terms of this Agreement**".
2. The Scope of Services to the Agreement, as amended, shall be further amended by adding the services and upgrades described in attachment 1 to this Amendment as services to be provided by CONTRACTOR to the County.
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 this AMENDMENT shall be attached to the original AGREEMENT dated October 8, 2013, and amendments Nos. 1 and 2.


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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:

Phillip E. Huff VP-Controller
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 10.11.2018

Deputy Auditor/Controller

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

Dated:

Elliot J. Hede, Secretary
Printed Name and Title

Approved as to Liability Provisions:

Risk Management

Dated: 10/11/2018

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.

**Attachment 1 to Amendment No. 3
to
Agreement with Everbridge Inc.**

In addition to the services to be provided to County, described in the Scope of Services as amended, CONTRACTOR will upgrade the County's current subscription to the Everbridge Mass Notification Pro Bundle at no additional cost. This upgrade includes 5 additional features not previously provided to the County.

The upgrade to the Everbridge Mass Notification Pro bundle will include updating all features currently used by Monterey County. The upgrade will provide County with the following additional features:

1. Incident Communications – form-driven templates to automate workflow and produce consistent, error-free messaging
2. Pre-built messaging templates
3. Everbridge mobile recipient app with Incident Zones
4. Smart Conference – enhanced conference call management capabilities
5. Premium Audio Bulletin Board – if a resident or employee misses a call, they can call back and the notification will replay

CONTRACTOR will provide the upgrade, including the additional features specified above, within 30 days after County executes Amendment 3.