

**RENEWAL AND AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN EVERBRIDGE, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
CRITICAL EVENT MANAGEMENT SOFTWARE SERVICES**

This Renewal and Amendment No. 4 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 with Everbridge, Inc. 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, the Parties amended the Agreement via Amendment No. 1 to extend the term for an additional two (2) year period through January 29, 2022 for a revised term of Agreement (January 30, 2018 through January 29, 2022) to allow for services to continue with a \$65,378 increase for the added services for a total Agreement amount of \$127,642; and

WHEREAS, the Parties amended the Agreement via Amendment No. 2 to allow for services to continue with additions to the original scope of work attached hereto as “Exhibit A-2 per Amendment No. 2” and to add an additional \$6,500 for a revised total Agreement amount not to exceed \$134,142 with no change to the term of Agreement (January 30, 2018 through January 29, 2022); and

WHEREAS, the Agreement expired on January 29, 2022; and

WHEREAS, the Parties renewed and amended the Agreement via Amendment No. 3 on the same or similar terms, beginning January 30, 2022 and extended the term for an additional two (2) year period through January 30, 2024 for a revised term of Agreement (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” with an increase of \$75,871 for a revised total Agreement amount not to exceed \$210,013; and

WHEREAS, the Agreement expired on January 29, 2024; and

WHEREAS, COUNTY and CONTRACTOR currently wish to renew and amend the Agreement via Renewal and Amendment No. 4 retroactive to January 30, 2024 and to extend it for an additional one (1) year period through January 29, 2025 for a revised term of Agreement (January 30, 2018 through January 29, 2025) to allow for services to continue with revisions to the original scope of work attached hereto as “Exhibit A-4 as per Renewal and Amendment No. 4” and to add an additional \$39,832 for a revised total Agreement amount not to exceed \$249,845.

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-4 as per Renewal and Amendment No. 4 attached hereto this Renewal and Amendment No. 4. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$249,845."
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, 2025 unless sooner terminated pursuant to the terms of this Agreement."
3. Section 4/ Paragraph titled, "ADDITIONAL PROVISIONS/ EXHIBITS" shall be amended to the following:

***"The following attached exhibits are incorporated herein by reference and constitute a part of the Agreement:
Exhibit A: Scope of Services/Payment Provisions
Exhibit A-1: Scope of Services/Payment Provisions as per Amendment No. 1
Exhibit A-2: Additional Scope of Services/Payment Provisions as per Amendment No. 2
Exhibit A-3: Scope of Services/Payment Provisions as per Amendment No. 3
Exhibit A-4: revised Scope of Services/Payment Provisions as per Renewal and Amendment No. 4"
Exhibit B: Addendum No. 1
Exhibit C: System Inclusion Sheets***
4. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, or this Renewal and Amendment No. 4, the provisions of this Renewal and Amendment No. 4 shall govern.
5. This Renewal and Amendment No. 4 shall be effective retroactively on January 30, 2024.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 4 as follows:

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

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0FCE1B99F444A9
Monterey County Deputy County Counsel

Date: 1/16/2024 | 5:08 PM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6
Monterey County Deputy Auditor/Controller

Date: 1/17/2024 | 7:50 AM PST

CONTRACTOR

Everbridge, Inc.

CONTRACTOR's Business Name

See instructions below

DocuSigned by:
By: Phillip E. Huff
25E1AE427A0642F
(Signature of: Chair, President, or Vice-President)

Phillip Huff, Chief Accounting Officer

Name and Title

Date: 1/4/2024 | 10:51 AM PST

DocuSigned by:
By: Noah Webster
5AC604E2AA6C74C1
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Noah Webster, Chief Legal & Compliance Officer

Name and Title

Date: 1/11/2024 | 3:08 PM PST

*****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-4: revised Scope of Services/ Payment Provisions
as per Renewal and Amendment No. 4**

Contract Summary Information:

Contract Period:	12 Months
Contract Start Date:	1/30/2024
Contract End Date:	1/29/2025

Qty	Description	Price
172	CMS Emergency Preparedness	USD 36,392.22
172	Everbridge Visitor Engagement	USD 3,440.00

Pricing Summary:

Year One Fees:	USD 39,832.22
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 39,832.22

Messaging Credits Summary:

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	4,000,000	0	4,000,000