

AMENDMENT FIVE

TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND EVERBRIDGE INC.

THIS AMENDMENT FIVE TO THE AGREEMENT, entered into this 3rd day of August 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and EVERBRIDGE INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for the provision of a Unified Countywide Mass Notification System on June 30, 2015; and

WHEREAS, in October 2015, both parties made further modifications to the Agreement whereby adding a component for Computer Aided Dispatch access, extending the term two years to June 30, 2018, and increasing the contract amount by \$224,710; and

WHEREAS, in April 2018, both parties made further modifications to the Agreement whereby extending the term for one year to June 30, 2019 and increasing the contract amount by \$109,250 from \$323,210 to \$432,460; and

WHEREAS, in July 2019, both parties made further modifications to the Agreement whereby extending the term for one year to June 30, 2020 and increasing the contract amount by \$96,250 from \$432,460 to \$528,710; and

WHEREAS, in July 2020, both parties made further modifications to the Agreement whereby extending the term for one year to June 30, 2021; increasing the contract amount by \$112,000 from \$528,710 to \$640,710; incorporating Exhibit A-2; and revising Exhibit B to reflect the rates for FY 2020-21; and

WHEREAS, the parties wish to further amend the Agreement whereby extending the term of the Agreement to December 31, 2021 and increasing the contract amount by \$200,000 from \$640,710 to \$840,710.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3, Payments, of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. In no event shall County's total fiscal obligation under this Agreement exceed **EIGHT HUNDRED FORTY THOUSAND SEVEN HUNDRED TEN DOLLARS AND ZERO CENTS (\$840,710.00)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

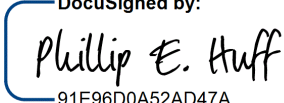
2. Section 4, Term, of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **June 30, 2015 through December 31, 2021**.

3. This Amendment Five is hereby incorporated and made a part of the original Agreement and subject to all provisions therein. All other terms of the original Agreement and prior amendments not in conflict with Amendment Five remain in effect and are incorporated by reference.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: EVERBRIDGE

DocuSigned by:		
	7/7/2021 12:55 PM EDT	Phillip E. Huff
<small>91F96D0A52AD47A</small>		
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board