

AMENDMENT FOUR

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

THIS AMENDMENT FOUR TO THE AGREEMENT, entered into this 13th day of July, 2020, 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, the parties wish to further amend 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.

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 **SIX HUNDRED FORTY THOUSAND SEVEN HUNDRED TEN DOLLARS AND ZERO CENTS (\$640,710.00)**. 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 **June 30, 2021**.

3. "Exhibit A-2 Everbridge Messaging Credits", is hereby added to the agreement, attached hereto and incorporated by reference herein.

4. Exhibit B (Revised July 2019) to the agreement is hereby replaced with “Exhibit B - Payments and Rates (Revised July 2020)”, attached hereto and incorporated herein.
5. This Amendment Four 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 Four 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 INC.



Contractor Signature

7/16/2020

Date

Phillip E. Huff

Contractor Name (please print)



COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A-1

EVERBRIDGE MESSAGING CREDITS

For the Critical Event Management, Mass Notification, Safety Connection, IT Alerting, Crisis Management and Community Engagement Solutions, Clients will have access to an annual allowance of Messaging Credits that can be used for Notifications. The specific number of Messaging Credits are included on the product Quote and are applied per Notification according to the table below.

Unused Messaging Credits (including any additional purchased credits) expire at the end of the annual contract period under the applicable Quote and are not refundable. If Client exceeds the annual allowance of Messaging Credits allocated to the account or previously purchased, then Client shall pay for such overages and charges back to the date they were incurred.

Messaging Credits shall be calculated and consumed as follows:

Message Modality	Email	Push Notification	Pager	Voice	SMS Text	Conference Voice	TTY	FAX
Unit of Measure	per email sent	per mobile app notification	per pager message sent	per minute of the voice call	per SMS message	per minute of the voice call	per TTY message	per page sent
REGION 1: NORTH AMERICA	free	free	free	10	5	10	100	100
REGION 2: EUROPE	free	free	free	40	30	40	100	100
REGION 3: SOUTH AMERICA	free	free	free	190	40	190	100	100
REGION 4: AFRICA	free	free	free	400	50	400	100	100
REGION 5: ASIA	free	free	free	70	30	70	100	100
REGION 6: OCEANIA	free	free	free	100	40	100	100	100
REGION 7: MIDDLE EAST	free	free	free	170	30	170	100	100

A single Notification consists of:

- SMS Text:
 - For messages that contain only GSM characters, each 153 characters or portion thereof.
 - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
 - GSM characters include only characters in the GSM 7-bit default alphabet.
- Voice or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
- TTY: Per TTY call.
- Fax: Per page transmitted.

EXHIBIT B
PAYMENTS AND RATES
(Revised July 2020)

1. RATES – FY 2020-21.

A. County will pay Contractor according to the following rates:

Contact Summary:

Household Count:	275,000
Employee Count:	13,750

Qty	Description	Price
1	Mass Notification Base	USD 95,000.00
1	Everbridge Open API (Up to 2500 Broadcasts)	USD 0.00
1	Incident Management - Incident Communications	USD 0.00
1	Everbridge Community Engagement	USD 0.00
4	Everbridge Additional Organization	USD 0.00
1	Nixle Engage	USD 0.00
17	500,000 Global Message Credits	USD 17,000.00

Pricing Summary:

FY 2020-21	USD 112,000.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total	USD 112,000.00

Messaging Credit Amount:

FY 2020-21	20,500,000
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2. AMOUNT AND METHOD OF PAYMENT.

A. Invoicing Procedures.

1.) County shall pay Contractor annually in advance, upon receipt of an invoice. Each invoice submitted must include the following information, at a minimum:

- Agreement number
- Time period covered
- Detailed statement of services/work for the invoiced period

B. Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall not exceed **\$640,710**. Payments shall be made within 30 days from the date of the applicable undisputed invoice.