

# AMENDMENT ONE

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

THIS AMENDMENT ONE to the Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the County of San Mateo, hereinafter called "County," and Everbridge Inc., hereinafter called "Contractor";

\* \* \*

WHEREAS, in June 2015, the County of San Mateo entered into an Agreement (No.30000-15-D096) with Everbridge Inc. for the purpose of providing a Unified Countywide Mass Notification System; and

WHEREAS, both parties wish to make 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, from \$98,500 to \$323,210.

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

1. Section 3. Payments, of the agreement is hereby deleted in its entirety and replaced with the following:

#### **3. Payments**

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 **THREE HUNDRED TWENTY-THREE THOUSAND TWO HUNDRED TEN DOLLARS AND ZERO CENTS (\$323,210.00)**. 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 hereby deleted in its entirety and replaced with the following:

#### **4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **June 30, 2015** through **June 30, 2018**.

3. Exhibit B to the agreement is hereby deleted in its entirety and replaced with Exhibit B (Revised October 2015), attached hereto and incorporated herein.
4. All other terms and conditions of the agreement not in conflict shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

**COUNTY OF SAN MATEO**

*A Political Sub-division of the  
State of California*

BY: \_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_  
CLERK OF SAID BOARD

**EVERBRIDGE INC.**

BY: \_\_\_\_\_  
SIGNATURE

Shannon Castellani  
\_\_\_\_\_  
PRINTED NAME

DATE: 9/9/15 \_\_\_\_\_

## **EXHIBIT B - (Revised October 2015)**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

### **1. RATES – YEAR ONE.**

#### **ANNUAL SUBSCRIPTION RATES**

| <u>Service</u>  | <u>Fee Type</u> | <u>Qty</u> | <u>Unit Price</u> | <u>Total Price</u> |
|---|-----------------|------------|-------------------|--------------------|
| Incident Management - Incident Communications                     | Recurring       | 1          | \$40,000.00       | \$0.00             |
| Everbridge Mass Notification (MN) with Unlimited Domestic Minutes | Recurring       | 1          | \$134,750.00      | \$88,000.00        |
| Everbridge IPAWS/WEA Notification                                 | Recurring       | 1          | \$2,500.00        | \$2,500.00         |

#### **PREMIUM FEATURES / USAGE**

| <u>Service</u>                              | <u>Fee Type</u>  | <u>Qty</u> | <u>Unit Price</u> | <u>Total Price</u> |
|---|------------------|------------|-------------------|--------------------|
| Interactive Visibility: Mobile Member       | Recurring        | 1          | \$32,000.00       | No charge          |
| Everbridge Open API (Up to 2500 Broadcasts) | <b>Recurring</b> | <b>1</b>   | <b>\$6,210.00</b> | <b>\$6,210.00</b>  |

#### **PROFESSIONAL SERVICES**

| <u>Service</u>         | <u>Fee Type</u> | <u>Qty</u> | <u>Unit Price</u> | <u>Total Price</u> |
|------------------------|-----------------|------------|-------------------|--------------------|
| Premium Implementation | One-Time        | 1          | \$8,000.00        | \$8,000.00         |

**ANNUAL COST \$104,710.00**

### **2. RATES – YEARS TWO & THREE.**

#### **ANNUAL SUBSCRIPTION**

| <u>Service</u>  | <u>Fee Type</u> | <u>Qty</u> | <u>Unit Price</u> | <u>Total Price</u> |
|---|-----------------|------------|-------------------|--------------------|
| Incident Management - Incident Communications                     | Recurring       | 1          | \$40,000.00       | \$0.00             |
| Everbridge Mass Notification (MN) with Unlimited Domestic Minutes | Recurring       | 1          | \$134,750.00      | \$88,000.00        |
| Everbridge IPAWS/WEA Notification                                 | Recurring       | 1          | \$2,500.00        | \$2,500.00         |

#### **PREMIUM FEATURES / USAGE**

| <u>Service</u>                              | <u>Fee Type</u> | <u>Qty</u> | <u>Unit Price</u> | <u>Total Price</u> |
|---|-----------------|------------|-------------------|--------------------|
| Interactive Visibility: Mobile Member       | Recurring       | 1          | \$32,000.00       | \$0.00             |
| Everbridge Open API (Up to 2500 Broadcasts) | Recurring       | 1          | \$5,750.00        | \$5,750.00         |

#### **PROFESSIONAL SERVICES**

| <u>Service</u>        | <u>Fee Type</u> | <u>Qty</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-----------------------|-----------------|------------|-------------------|--------------------|
| Platinum Plus Package | Recurring       | 40         | \$325.00          | \$13,000.00        |

**ANNUAL COST \$109,250.00**

### **3. AMOUNT AND METHOD OF PAYMENT.**

A. County will pay Contractor:

1.) \$98,500 for Year One

a.) \$6,210 upon full execution of Amendment One to this agreement

- 2.) \$109,250 for Year Two
- 3.) \$109,250 for Year Three

B. 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

- C. 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 be **\$323,210**. Payments shall be made within 30 days from the date of the applicable undisputed invoice.