

AMENDMENT TWO

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

THIS AMENDMENT TWO TO THE AGREEMENT, entered into this 13th day of April, 2018, 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, from

WHEREAS, the parties wish to further amend 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.

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 **FOUR HUNDRED THIRTY-TWO THOUSAND FOUR HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$432,460.00)**. 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, 2019**.

3. Original Exhibit B to the agreement is hereby replaced with Revised Exhibit B, (rev. April 2018), attached hereto and incorporated herein.

4. All other terms and conditions of the agreement between the County and Contractor shall remain in full force and effect.

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

05/07/2018
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 B - (Revised April 2018)

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)	Recurring	1	\$6,210.00	\$6,210.00
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 & FOUR.

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
- 4.) \$109,250 for Year Four

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 **\$432,460**. Payments shall be made within 30 days from the date of the applicable undisputed invoice.