

**Amendment Number One****TO****Subordinate Contract MA-060-16011934****With****Everbridge, Inc.****~~For Public Mass Notification System Services~~**

This subordinate agreement to provide a Software as a Service (“SaaS”) solution for a public mass notification system (“PMNS”), hereinafter referred to as “Subordinate Agreement”, is made and entered into by and between the County of Orange, a political subdivision of the State of California (“County”), and Everbridge, Inc., with a place of business at 500 N. Brand Blvd. Suite 1000, Glendale CA 91203 (“Contractor”). County and Contractor may sometimes be individually referred to herein as “Party” or collectively as “Parties.”

**RECITALS**

WHEREAS, the State of California has issued California Multiple Award Schedule (“CMAS”) Contract No.3-12-70-2909A (“CMAS Contract”) for provision of PMNS services by Contractor, which per its most recent renewal is set to expire on October 31, 2019; and

WHEREAS, the County requires PMNS services; and

WHEREAS, Contractor has represented that its proposed services shall meet or exceed the County’s requirements for PMNS services.

NOW, THEREFORE, the Parties mutually agree as follows:

**ATTACHMENTS**

In addition to the Recitals set forth below, the terms governing the relationship between the Parties to this Subordinate Agreement are further described in the following attachments, which are incorporated herein as though set forth in full:

Attachment “A” – California Multiple Award Schedule (CMAS) Contract Number 3-12-70-2909A, effective December 12, 2014 – October 31, 2019.

Attachment “B” – Cost/Compensation (hereinafter “Price Sheet”)

Attachment “C” – Everbridge Inclusion Sheet (hereinafter “Inclusion Sheet”)

Attachment “D” – Everbridge GSA Approved End User License Agreement (hereinafter “EULA”)

## DEFINITIONS

For the purposes of interpreting this Subordinate Agreement, the following terms defined in the Attachments hereto shall have the following meanings:

- A. "State of California" and "State" as used in Attachment "A" shall mean County, its employees and authorized representatives.
- B. "Users" as used in Attachment "D," in addition to the definition therein, shall also include within its meaning the employees and contractors of other public entities who are authorized by the County to access any Service as described in the EULA pursuant to a Memorandum of Understanding between the County and those public entities.

All other conflicting terms or language shall be resolved as described in Section 11 hereinbelow.

## COUNTY TERMS & CONDITIONS

1. **Subordinate Agreement:** The agreement between the Parties shall consist of this Subordinate Agreement and Attachments "A," "B," "C," and "D" (collectively, "Agreement Documents"). The Parties hereby agree that the terms, conditions and assumptions set forth in Attachment "A" shall govern the performance of the Subordinate Agreement and delineate the respective rights and obligations of the Parties except where there is a conflict in language or obligations between Attachment "A" and the other Agreement Documents. In the event of such a conflict, the Parties agree that it shall be resolved as described in Section 11 hereinbelow.
2. **Scope of Subordinate Agreement:** Contractor shall provide the County with a SaaS solution for PMNS services as further described in the Agreement Documents. Payment for PMNS services shall be made annually in the amounts described in the Price Sheet attached hereto.
3. **Term of Subordinate Agreement:** ~~This Subordinate Agreement shall be effective as of the date it is executed by both Parties ("Effective Date"), and its term shall be three (3) consecutive years from the Effective Date.~~

This Subordinate Agreement shall be effective from May 24, 2016 through and including December 30, 2019. The term set forth herein incorporates an extension of two (2) months beyond the expiration of the CMAS Contract, which is currently set to expire on October 31, 2019.

This Subordinate Agreement is based and dependent on the existence of the CMAS Contract which is currently set to expire on October 31, 2019. In the event that the CMAS Contract is renewed and extended by the State of California, County, at its sole election and subject to the written consent of Contractor, may exercise its right to extend this Subordinate Agreement for a total of two (2) one-year periods under the same terms and conditions and pricing structure. The County does not have to give any reason should it elect not to renew the Subordinate Agreement. Any renewal may require approval of the County of Orange Board of Supervisors.

In the event that the CMAS Contract expires or terminates before the expiration or termination of the Subordinate Agreement's renewal term, the Subordinate Agreement will remain in effect for the term set forth herein or term of any renewal amendment (as applicable) that was executed before the CMAS Contract expired or terminated regardless of whether delivery of the goods and performance of the services is completed after the CMAS Contract expired or terminated. All terms, conditions and assumptions set forth in the CMAS Contract shall continue to govern the performance of the Subordinate Agreement and delineate the respective rights and obligations of the Parties as specified in the Subordinate Agreement, Paragraph 1 entitled "Subordinate Agreement", as if the CMAS Contract had not expired or terminated.

- 4. Governing Law and Venue:** This Subordinate Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Subordinate Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- 5. Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Subordinate Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees, consultants and subcontractors for the period prescribed by law. The Contractor shall indemnify, defend with counsel approved in writing by the County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County, or both, in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Subordinate Agreement.
- 6. Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
- 7. Debarment:** Contractor hereby certifies that neither Contractor nor its principals are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.

- 8. Lobbying:** On best information and belief, the Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 9. Fiscal Appropriations:** This Subordinate Agreement is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Subordinate Agreement. If such appropriations are not forthcoming, the Subordinate Agreement shall be terminated without penalty.

The Contractor acknowledges that funding or portions of funding for this Subordinate Agreement may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the State of California to the County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, the County may immediately terminate or modify this Subordinate Agreement without penalty. Notwithstanding the foregoing, County shall not be entitled to a refund and shall pay amounts due and owing as of the termination.

- 10. Records:** Contractor hereby acknowledges that documents or communications made or provided by Contractor to the County pursuant to this Subordinate Agreement may be required to be produced to third parties pursuant to the California Public Records Act, Government Code sections 6250, *et seq.* Contractor agrees to indemnify and hold County harmless from liability and/or attorneys' fees arising from the non-disclosure or lawful disclosure of records that the Contractor has identified as confidential.
- 11. Precedence:** The Subordinate Agreement documents consist of Agreement Documents. In the event of a conflict between the language of any of the Agreement Documents, the precedence to the respective documents' language shall be given in the following order:
  - a. This Subordinate Agreement;
  - b. Attachment "B";
  - c. Attachment "A";
  - d. Attachment "C";
  - e. Attachment "D."

**Subordinate Agreement Signature Page**

The Parties hereto have executed this Subordinate Agreement on the dates shown opposite their respective signatures below

**\*Contractor: Everbridge, Inc.**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**\*Contractor: Everbridge, Inc.**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by the Board of Supervisors: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel

by: \_\_\_\_\_

Deputy

**ATTACHMENT A**

**California Multiple Award Schedule (CMAS) Contract Number 3-12-70-2909A**

**(Intentionally left blank)**

**ATTACHMENT B**

**Cost/Compensation**

**~~Everbridge Quotation~~**

**~~(see separate attachment)~~**

**Everbridge Quotation Number Q-17467**

**(see separate attachment)**

**ATTACHMENT C**  
**Everbridge Inclusion Sheet**  
**(See separate attachment)**



**ATTACHMENT D**

**Everbridge GSA Approved End User License Agreement**

**(See separate attachment)**