



Amendment No. 1
to
Contract No. MA 5600 20012900024
for
Event Management System Software
between
Everbridge, Inc.
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to exercise all remaining extension options. The contract expiration date is January 29, 2021.

2.0 The total Contract amount is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/29/2020 – 01/28/2021	\$49,936.34	\$49,936.34
Amendment No. 1: Exercise remaining extension options 2021 – 2025	\$157,245.72	\$207,182.06


3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

9.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Signature & Date  12/18/2020

Printed Name: Phillip E. Huff
Authorized Representative

Everbridge, Inc
155 North Lake Ave Suite 900
Pasadena, CA 91101
brian.yim@everbridge.com

Signature & Date:

Signature & Date  Cedric Zachary

Cedric Zachary, Procurement Specialist II

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Everbridge, Inc. (“Contractor”)
for
Event Management System**

This Contract is between Everbridge, Inc., having offices at 155 North Lake Ave, Suite 900, Pasadena, CA91101, and the City, a home-rule municipality incorporated by the State of Texas. Solicitation requirements are met by using Contractor’s GSA Contract No. GS-35F-0692P.

1.1 This Contract is composed of the following documents:

- 1.1.1 GSA Contract (GS-35F-0692P) including Everbridge, Inc. GSA Approved End User License Agreement
- 1.1.2 Service documentation
- 1.1.3 This Contract
- 1.1.4 Exhibit A, Supplemental Terms
- 1.1.1 Exhibit B, Everbridge, Inc.’s Offer, including subsequent clarifications
- 1.1.2 Exhibit C, Non-Discrimination Certification

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 GSA Contract (GS-35F-0692P) including Everbridge, Inc. GSA Approved End User License Agreement, as referenced in Section 1.1.1
- 1.2.2 Service documentation
- 1.2.3 This Contract
- 1.2.4 Supplemental Terms as referenced in Section 1.1.3
- 1.2.5 The Statement of Work as referenced in Section 1.1.4, including subsequent clarifications

1.3 Quantity. Quantity of goods or services as described in Exhibit B.

1.4 Term of Contract. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 4 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

1.5 Compensation. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not to exceed \$49,936.34 for the initial term, \$39,311.43 for the first extension, \$39,311.43 for the second extension, \$39,311.43 for the third extension, and \$39,311.43 for the fourth extension, for a total estimated contract amount not to exceed \$207,182.06 comprising the software maintenance and support fees.

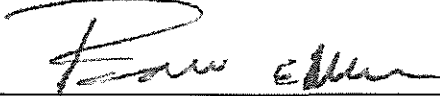
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Everbridge, Inc.

Phillip E. Huff

Printed Name of Authorized Person



Signature

Chief Accounting Officer

Title:

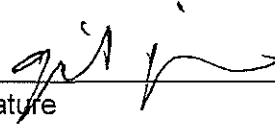
January 23, 2020

Date:

CITY OF AUSTIN

Gil Zilkha

Printed Name of Authorized Person



Signature

CMSD

Title:

1/29/20

Date:

- Exhibit A – Supplemental Terms
- Exhibit B – Everbridge, Inc.'s Offer
- Exhibit C – Non-Discrimination Certification

**Exhibit A
Supplemental Terms**

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Brian Yim, Phone: 818-275-5424, Email: brian.yim@everbridge.com. The City's Contract Manager for the engagement shall be Denise Hatch; Phone: 512-530-2685, Email: Denise.Hatch@austintexas.gov.

2. **Invoices.**

Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Email Address:	CTMAPInvoices@austintexas.gov
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767

3. **Travel Expenses.** No travel expenses are authorized under this Contract.

4. **Equal Opportunity**

A. **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Right To Audit**

- i. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all pertinent book and financial records of the Contractor related to the performance under this Contract. The City shall give the Contractor reasonable advance notice of intended audits. The Contractor may fulfill this audit requirement by digitally delivering all pertinent records. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- ii. The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

6. **Place and Condition of Work**

A. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and

essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract.

7. **Workforce Security Clearance and Identification**

- A. Prior to being allowed access to Communication and Technology Management ("CTM") Department building, the Contractor, all subcontractors and their employees must undergo a background check.
- B. Access to Communication and Technology Management ("CTM") Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- C. Security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. Security badges to enter and/or work on City property may be revoked by the City at any time. Security badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- E. The Contractor shall comply with all other security requirements of the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

8. **Insurance**: The following insurance requirements apply.

i. **General Requirements.**

- 1. The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.
- 2. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.
- 3. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- 4. The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- 5. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- 6. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- 7. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin

Purchasing Office
P. O. Box 1088
Austin, Texas 78767

8. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
 9. If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
 10. Contractor shall notify City and provide a copy of any carrier issued notifications of cancellation or material policy change on Contractually required insurance policies within five (5) business days from date of Contractor receipt of such notification from the carrier.
 11. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
 12. The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- ii. **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
1. **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions.
 - a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - b. Contractor/Subcontracted Work.
 - c. Products/Completed Operations Liability for the duration of the warranty period.
 - d. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.
 - e. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.
 2. **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

- a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.
 - b. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
3. **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:
- a. The Contractor's policy shall apply to the State of Texas.
 - b. Waiver of Subrogation, Form WC420304, or equivalent coverage.
4. **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

Pricing Summary:

Price:	USD 39,311.43
Year One Fees:	USD 39,311.43
One-time Implementation and Setup Fees:	USD 3,144.91
Professional Services:	USD 7,480.00
Total Year One Fees Due:	USD 49,936.34

Ongoing Fees:


Year Two Fees:	USD 39,311.43
Year Three Fees:	USD 39,311.43
Year Four Fees:	USD 39,311.43
Year Five Fees:	USD 39,311.43

Terms & Conditions

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of GSA Contract No. GS-35F-0692P and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. GS-35F-0692P, or the EULA.

Supplemental Notes:

Authorized by Everbridge:

Signature:  Date: 01/23/2020

Name (Print): Phillip E. Huff Title: Chief Accounting Officer

To accept this quote, sign, date and return:

Signature: _____ Date: _____

Name (Print): _____ Title: _____

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

Exhibit C
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To reasonably cooperate with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment

advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 23rd day of January, 2020

CONTRACTOR	<u>Everbridge, Inc.</u>
Authorized Signature	<u></u>
Title	<u>Chief Accounting Officer</u>