

NAPA COUNTY AGREEMENT NO. 260183B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 7th day of October, 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Everbridge, Inc whose address is 8300 Boone Blvd. Suite 800 Vienna, VA 22182, hereinafter referred to as "Consultant."

RECITALS

- A. County wishes to obtain professional services to access communication services through the Everbridge platform known to the county as "Alert Napa County" the county's alert and warning system.
- B. Consultant was selected to provide professional services through RFP OES022501 after a competitive process conducted pursuant to OES022501.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Consultant shall provide professional services to County as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by County (if any), and Consultant's proposal or statement of qualifications.

1.2 Schedule. Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.

1.3 Standard of Care. Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

1.3.1 Disclaimer. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY CONSULTANT HEREUNDER, AND CONSULTANT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONSULTANT PROVIDES THE SOLUTIONS "AS IS" AND DOES NOT WARRANT THAT THE SOLUTION WILL PROVIDE INFORMATION OR OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CONSULTANT HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO INFORM COUNTY OR DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

1.3.2 Message Transmission Risks. The solutions transmit information, data, and content to supported contact paths for public and private networks and carriers using the standard protocol for each path. The County acknowledges that the use of messaging services, including email, voice calls, and SMS, carries a risk of messages being delayed, undelivered, or incomplete due to the involvement of multiple third-party entities in the transmission process, including entities that the recipient and service providers the client or recipient select. The final delivery of messages is dependent on the networks, carriers, and devices managed by the County or recipient, which are beyond the Consultant's control. Therefore, the Consultant cannot and does not guarantee delivery and advises against relying solely on any single messaging channel for critical communication.

1.3.3 Third-Party Services. County may be able to access and use third-party applications, data, content, software, or services that are integrated into or otherwise made a part of the Services ("Third-Party Services"). Consultant is not responsible for the acts or omissions of any third party that provides the Third-Party Services. County acknowledges that such Third-Party Services are controlled by the applicable third parties and are subject to such third parties' terms and conditions. Consultant provides these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or any product or service provided in connection therewith.

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

1.5 Other Remedies. This Article applies only to Consultant's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Consultant's other obligations under the Contract Documents or federal or state law.

1.6 Key Personnel. Key personnel identified in Consultant's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by County.

1.7 Government Code Section 7550. Every document or report prepared by Consultant for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of County exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

1.8. Definitions

1.8.1 "Contacts" are County individuals designated as authorized to receive notifications or other communications through the Solutions and/or who provide their personal contact information to Consultant, including through an opt-in portal.

1.8.2 "Professional Services" means any training or professional services of Consultant or its affiliates identified in a Quote.

1.8.3 "Quote" means the applicable quote, order form or other ordering document (e.g., statement of work) in which the nature of the offering and key commercial terms are identified, including the applicable Solutions and any Professional Services. Each Quote forms a material part of this Agreement.

1.8.4 "Services" means the Solutions and, if applicable, any Professional Services.

1.8.5 "Solution(s)" means the proprietary solution(s) and platform(s) of Consultant or its affiliates identified in a Quote.

1.8.6 "Users" are County individuals who are authorized by County from time to time to use the Solutions for the purposes of serving as system administrators, sending notifications, configuring templates, reporting, or managing data, or performing similar functions, and who have been supplied user identifications and passwords by County. Users may include employees and contractors of County or its affiliates.

1.9 Proprietary Rights & Related Protections

1.9.1 Grant of Use Rights. Subject to the usage requirements of Section 7.4, Consultant hereby grants to County, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to, solely for its internal business purposes, (a) for those Solutions expressly indicated on a Quote (or documents referenced therein) as intended for download by the County, to download and install the Solutions in object code form only on the number of servers and for the Users specified in the Quote; and/or (b) otherwise access and use the Solutions that are offered on a remotely-hosted basis by Consultant (in which case a copy of the software itself will not be made available for download).

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on October 31, 2028 (“Initial Term”), unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. County may suspend all or any portion of Consultant’s performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement. Consultant may temporarily suspend County’s access to the Solutions or any portion thereof for (a) emergency network repairs, threats to, or actual breach of network security; or (b) any legal, regulatory, or governmental prohibition affecting the Solution. Consultant shall use its best efforts to notify County through Consultant’s client portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

2.3 Termination for Convenience. [Intentionally Deleted]

2.4 Termination for Cause. County or Consultant may terminate this Agreement for default if the other party fails to satisfactorily perform any material obligation required by this Agreement. Default includes, but is not limited to, County’s payment obligations and Consultant’s failure to timely provide services in accordance with the schedule. If either party fails to satisfactorily cure a default within thirty (30) days of receiving written notice from the non-breaching party specifying the nature of the default, the non-breaching party may terminate this Agreement, and terminate each and every right of the breaching party, and any person claiming any rights by or through the breaching party under this Agreement. The rights and remedies of either party enumerated in this paragraph are in addition to and independent of their rights under any other provision of this Agreement and any right or remedy available at law or in equity.

2.5 Purchasing Agent's Authority. The County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. County shall pay Consultant for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Consultant the fixed price of (\$46,099.21) per contract year during the Initial Term of this Agreement.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of \$46,099.21 per contract year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred. Provided, however, if County exceeds any role-based numbers, messaging credits or other usage levels specified in Consultant's quote, then Consultant may invoice County for any overages at the then applicable rate.

3.2 Payment Process. Consultant may submit one invoice per contract year, annually in advance, to the Emergency Services Office, Napa OES, who will review the invoice to confirm its contents match the services ordered. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice. County shall pay the fees within thirty (30) days from receipt of the approved invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

3.2.2 Expenses. If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

3.3 Annual Appropriation of Funds. Consultant acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Consultant shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION AND LIABILITY

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

5.2 Design Professionals. To the extent Consultant is providing the services of a "design professional" as defined in California Civil Code section 2782, County acknowledges that Consultant's obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

5.3 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.4 Enforcement Costs. Consultant shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.5 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

5.6 Liability Limits.

5.6.1. Neither Party shall be liable for any lost profits (other than from applicable fees), revenues, goodwill, business interruption, indirect, incidental, or consequential damages under or in connection with this Agreement (including indemnification), even if a Party or its affiliates have been advised of the possibility of such damages or if a Party's or its affiliates' remedy otherwise fails of its essential purpose.

5.6.2 Nothing in this Agreement shall limit or exclude liability for death or personal injury caused by gross negligence, fraud, or other liability where such liability may not properly be limited or excluded by applicable law.

5.6.3 Except with respect to amounts owed pursuant to the indemnification obligations under Clause 5.1 (Indemnification), Consultant's maximum aggregate liability shall in no event exceed the fees paid by County to Consultant under the applicable Quote form during the twelve (12) month period prior to when the claim arose. Each Party understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on County's website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

6.1.1 Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy," which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of County Employees. Consultant shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or consultants.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Consultant shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Consultant shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

7.4 Use of Solutions. County’s Users and Contacts may use the Services on County’s behalf, provided County remains responsible and liable for the acts and omissions of each, (including its provision of County Data to Consultant) and the applicable Consultant Policies, including but not limited to Consultant’s Acceptable Use Policy available at <https://www.everbridge.com/company-policies>. Consultant shall be responsible for ensuring that

there is a lawful basis for sending communications and, where applicable, obtaining the consent of or providing notice to Contacts.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Consultant and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Consultant shall provide County with access to any directly pertinent books, documents, papers, and records of Consultant's involving transactions relating to this Agreement. Consultant shall provide such access within 10 business days after

written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Consultant's place of business where the records are kept. Consultant shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement. Consultant may fulfill this audit requirement by digitally delivering all pertinent records.

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY
Brianna Jones
Napa County OES
1535 Airport Blvd
Napa, CA 94558

CONSULTANT
Everbridge, Inc

8300 Boone Blvd. Suite 800
Vienna, VA 22182

9.3 Independent Contractors. Consultant and its subconsultants, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Consultant concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of County concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 The RFQ or RFP issued by County.
- 9.4.4 Consultant's proposal or statement of qualifications.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Consultant shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. Each Party, as a receiving Party, agrees to retain in confidence the non-public information and know-how disclosed to it pursuant to the Agreement which is either designated in writing as proprietary and or/confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure or should reasonable be understood to be confidential by the receiving Party ("the "Confidential Information"). For the avoidance of doubt, the Services are deemed the Confidential Information of Consultant and the County Data is Confidential Information of the County.

In performing its obligations under the Agreement, Consultant may come in contact or review citizens' confidential data, contact information, and other identifying information. Consultant shall treat and hold this information in strict confidence. Consultant shall not disclose or sell these records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by

County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "Properties"), whether conceived by Consultant alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Consultant or its affiliates, and its licensors and are protected by applicable intellectual property laws of the United States and other countries.

9.9 Insolvency. Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 County Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the

early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

EVERBRIDGE, INC.

By *Shirley Devlin-Lebow*
Shirley Devlin-Lebow (Oct 7, 2025 09:14:15 PDT)
SHIRLEY DEVLIN-LEBOW, Chief Accounting Officer

By *Noah Webster*
NOAH WEBSTER, Chief Legal and Compliance Officer

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board of
Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u><i>Shana A. Bagley</i></u> Deputy County Counsel Date: <u>October 3, 2025</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT A SCOPE OF SERVICES

I. Description of Goods and/or Services

Consultant shall provide The AlertNapaCounty system shall support concurrent use by multiple representatives from different jurisdictions – Cities, Towns, and County partners with multiple agencies represented under each city, town, and county account. The Office of Emergency Services (OES) will be the account administrator and be responsible for managing cities, towns, and county agencies under the main system.

The AlertNapaCounty system is expected to include 5 jurisdictions, City of American Canyon, City of Napa, Town of Yountville, City of St. Helena, and City of Calistoga, along with multiple agencies represented under the county's account.

The AlertNapaCounty system must support County access to IPAWS and all IPAWS functionality, including Wireless Emergency Alerting (WEA), EAS, NOAA, and all other provisions supported by FEMA's Common Alerting Protocol (CAP).

IPAWS and WEA Messaging must be able to deliver emergency messages and notifications from any of our 5 jurisdictions or from Napa County to each of the boundaries listed above without the messages or notifications "bleeding over" into non-impacted jurisdictions OR having limited "bleed over". Unless noted through Memorandums of Understanding (MOU) with surrounding jurisdictions. Messaging shall be delivered with enhanced geo-targeting reaching 100 percent of the targeted area with no more than 1/10th of a mile (528 feet) overshoot (WEA 3.0 compliant). A city not affected by an emergency should not have its residents' receiving messages initiated by another impacted city or area.

The remaining scope of work is described in more detailed in the attached Quotation Q-203271-1.

Prepared for:

Napa County OES
11535 Airport Blvd
Napa CA 94558
United States

Quotation

Quote #: Q-203271-1
Date: 7/30/2025
Expires On: 10/17/2025
Confidential

Salesperson: Joanna Walter
Phone:
Email: joanna.walter@everbridge.com
Payment Term: Net 30
Entity ID: Everbridge, Inc. - 26-1919312

Contract Summary Information:

Contract Period:	36 Months
Contract Start Date:	11/1/2025
Contract End Date:	10/31/2028

Year 1

QTY	DESCRIPTION	PRICE
138,019	Public Communications Advanced - US	USD 33,677.50
138,019	Resident Connection - Life Safety - USA	USD 12,421.71
238	500,000 Global Message Credits	USD 0.00
25	Additional CE/VE Keywords	USD 0.00
Year 1 TOTAL:		USD 46,099.21

Year 2

QTY	DESCRIPTION	PRICE
138,019	Public Communications Advanced - US	USD 33,677.50
138,019	Resident Connection - Life Safety - USA	USD 12,421.71
238	500,000 Global Message Credits	USD 0.00
25	Additional CE/VE Keywords	USD 0.00
Year 2 TOTAL:		USD 46,099.21

Year 3

QTY	DESCRIPTION	PRICE
138,019	Public Communications Advanced - US	USD 33,677.50
138,019	Resident Connection - Life Safety - USA	USD 12,421.71
238	500,000 Global Message Credits	USD 0.00
25	Additional CE/VE Keywords	USD 0.00
Year 3 TOTAL:		USD 46,099.21

Pricing Summary:

Year One Fees:	USD 46,099.21
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 46,099.21

Ongoing Fees:

Year Two Fees:	USD 46,099.21
Year Three Fees:	USD 46,099.21

Messaging Credits Summary:

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	6,000,000	119,000,000	125,000,000
Year 2	6,000,000	119,000,000	125,000,000
Year 3	6,000,000	119,000,000	125,000,000

Quote Terms:

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between the relevant Everbridge entity and the customer listed above (the "Agreement"). Client accepts this by signing the Quote or issuing a Purchase Order referencing the Quote or the services in this quote.
2. Subject to sales taxes where applicable.
3. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override the language of the Agreement.

**EXHIBIT B
COMPENSATION AND FEE SCHEDULE**

[Reserved – Not Used.]

EXHIBIT C INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall be kept current during the term of this Agreement. Consultant shall notify County within thirty (30) days of any non-renewal, cancellation, other termination, or material change that would cause Consultant to no longer be in compliance with its obligations under this Exhibit C .

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, and the Workers' Compensation insurance coverage referenced in subparagraph C.1, Consultant waives any right of recovery by way of subrogation against Napa County, its officers, employees, agents, and volunteers, to the extent such waiver is permitted by law and does not invalidate the applicable insurance coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County.

C.4 Copies of Policies. Upon request by County's Risk Manager, Consultant shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such

deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.