

1 THIRTY-FIRST AMENDMENT TO AGREEMENT NO. 23214

2 **23214**

3 THIS THIRTY-FIRST AMENDMENT TO AGREEMENT NO. 23214 is made
4 and entered, in duplicate, as of February 12, 2018, pursuant to a minute order adopted by
5 the City Council of the City of Long Beach at its meeting on February 6, 2018, by and
6 between TIBURON, INC. ("Tiburon"), a Virginia corporation, formerly known as
7 COMPUDYNE-PUBLIC SAFETY & JUSTICE, INC., with a place of business at 3000
8 Executive Pkwy, Suite 500, San Ramon, California, 94583 and the CITY OF LONG
9 BEACH, a municipal corporation ("City").

10 WHEREAS, City and Tiburon (the "Parties") entered into Agreement No.
11 23214 whereby Tiburon agreed to provide specialized data processing services to
12 Computer Aided Dispatch ("CAD") and Record Management Systems for City's Police and
13 Fire Departments ("Project") and to grant a license and maintenance for the Project; and

14 WHEREAS, the Parties have entered into thirty amendments to Agreement
15 No. 23214; and

16 WHEREAS, the Parties again desire to amend the Agreement to extend the
17 term, add \$444,303 to the extension, and attach a revised Exhibit A;

18 NOW, THEREFORE, in consideration of the mutual terms and conditions in
19 Agreement No. 23214 and herein contained, the Parties agree as follows:

20 1. The term for support and maintenance of the Computer-Aided
21 Dispatch Software and Records Management System is hereby extended beginning on
22 March 1, 2018 and ending on February 28, 2019.

23 2. Notwithstanding anything to the contrary in the Agreement, previous
24 amendments, attachments or exhibits, Tiburon shall provide software support services for
25 an additional twelve-month term through February 28, 2019, and City shall pay for these
26 services in an amount not to exceed Four Hundred Forty-Four Thousand Three Hundred
27 Three Dollars (\$444,303).

28 3. Exhibit "A" to the Agreement are hereby amended in accordance with

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664


1 Exhibit "A", attached hereto and incorporated by this reference.

2 4. Except as expressly amended in this Thirty-First Amendment, all
3 terms and conditions in Agreement No. 23214 are ratified and confirmed and shall remain
4 in full force and effect.

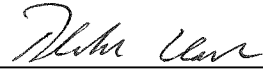
5 IN WITNESS WHEREOF, the Parties have caused this document to be duly
6 executed with all formalities required by law as of the date first stated above.

TIBURON, INC., a Virginia corporation,
formerly known as COMPUDYNE-PUBLIC
SAFETY & JUSTICE, INC.

7
8
9 29 Feb, 2018

By 
Name Tony Eales
Title CEO

10
11
12 6 March, 2018

By 
Name Blake Clark
Title CEO

"Tiburon"

CITY OF LONG BEACH, a municipal
corporation

13
14
15
16
17 3/13, 2018

By 
City Manager

"City"

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19
20 This Thirty-First Amendment to Agreement No. 23214 is approved as to form
21 on Mar 8, 2018.

22
23 CHARLES PARKIN, City Attorney


24 By 
Deputy

EXHIBIT A
TO THE AGREEMENT FOR EXTENDED SERVICES
SOFTWARE SUPPORT AND MAINTENANCE FEES

CLIENT
City of Long Beach
333 West Ocean Boulevard
12th Floor
Long Beach, CA 90802

CONTACT – Jack Ciulla
CLIENT # M201-18

Support and Maintenance provided to the CLIENT listed above shall be pursuant to the terms and conditions of the Agreement for Extended Service dated February 24, 1998, Agreement No. 23214 (the "Agreement").

The term of the Agreement shall commence on the effective date and shall continue until termination in accordance with the terms thereof. This exhibit sets forth the current annual maintenance fee for the software applications and software modules listed below. Upon payment of the amount set forth below, this Exhibit A shall be attached to and become part of the Agreement. Except as provided below, annual maintenance fees are payable in advance of each anniversary of the effective date of the Agreement. Tiburon, Inc. reserves the right to increase the annual maintenance fee on an annual basis upon ninety (90) days prior written notice to the CLIENT, which adjustments shall become effective on the anniversary of the effective date of the Agreement. The annual maintenance fee will be adjusted as necessary to reflect changes in the software applications and software modules listed below or changes in the level of support provided under the Agreement. Such adjustments will be charged or credited as incurred on a pro rata basis and will be reflected in a new Exhibit A, which, upon delivery to the CLIENT, shall be attached to, and become part of, the Agreement.

Payments for all technical services outside the scope of Basic Services and Options included in the CLIENT's annual maintenance fee shall be invoiced to the CLIENT as incurred. All such invoices shall be due and payable within thirty (30) days of CLIENT's receipt thereof.

Additionally, Client agrees to test all Tiburon provided corrections, whether reported by Client as Technical Service Requests (TSRs) or not, and either approve the correction or report issues being experienced with the correction within twenty (20) calendar days of receipt of such corrections. Upon Client's approval or failure to communicate issues with any particular correction within the specified time frame, the TSR will be closed if a TSR was opened, or Tiburon may suspend support services if the correction was a Tiburon initiated matter.

Tiburon reserves the right to charge an administrative fee of 10% of the annual maintenance fees for semi-annual or quarterly invoices.

<u>Software Model</u>	<u>Months</u>	<u>CPU Make</u>	<u>Start</u>	<u>End</u>	<u>Total Fees</u>
LawRECORDS	12		3/1/18	2/28/19	\$68,996.30
JailRECORDS	12		3/1/18	2/28/19	\$28,305.50
WebQuery	12		3/1/18	2/28/19	\$29,246.25
Interfaces	12		3/1/18	2/28/19	\$6,327.93
ARS	12		3/1/18	2/28/19	\$14,025.44
TCP/IP	12		3/1/18	2/28/19	\$2,564.94
GDO	12		3/1/18	2/28/19	\$1,196.71
CommandCAD	12		3/1/18	2/28/19	\$224,449.58
Mapping	12		3/1/18	2/28/19	\$48,866.59
FireRECORDS	12		3/1/18	2/28/19	\$14,008.02
CAD Adapter Intf.	12		3/1/18	2/28/19	\$5,131.22
Deccan Interface	12		3/1/18	2/28/19	\$1,184.64
				Total	\$444,303.12

Failure to pay when due the annual maintenance fee, any adjustment thereto, any invoice or any other amounts owing under the Agreement shall constitute a default under the Agreement and could result in the termination of support services under the Agreement, additional administrative charges for reinstating lapsed support services, as well as collection fees (including reasonable attorneys' fees and expenses).