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

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THIRTY-SECOND AMENDMENT TO AGREEMENT NO. 23214

THIS THIRTY-SECOND AMENDMENT TO AGREEMENT NO. 23214 is made and entered, in duplicate, as of January 24, 2019, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on February 6, 2018, by and between TIBURON, INC. ("Tiburon"), a Virginia corporation, formerly known as COMPUDYNE-PUBLIC SAFETY & JUSTICE, INC., with a place of business at 3000 Executive Pkwy, Suite 500, San Ramon, California, 94583 and the CITY OF LONG BEACH, a municipal corporation ("City").

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

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

WHEREAS, the Parties again desire to amend the Agreement to extend the term, add \$466,518 to the extension, and attach a revised Exhibit "A";

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

- 1. The term for support and maintenance of the Computer-Aided Dispatch Software and Records Management System is hereby extended beginning on March 1, 2019 and ending on February 28, 2020.
- 2. Notwithstanding anything to the contrary in the Agreement, previous amendments, attachments or exhibits, Tiburon shall provide software support services for an additional twelve-month term through February 28, 2020, and City shall pay for these services in an amount not to exceed Four Hundred Sixty-Six Thousand Five Hundred Eighteen Dollars (\$466,518).
 - 3. Exhibit "A" to the Agreement are hereby amended in accordance with

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

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

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

January 28, 2019	TIBURON, INC., a Virginia corporation, formerly known as COMPUDYNE-PUBLIC SAFETY & JUSTICE, INC. By Name Brad Surming CF6
Tom Modica Assistant City Manager EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER Teb 21, 2019	By See Jeeneer Name Cisa Noumann Title Controller "Tiburon" CITY OF LONG BEACH, a municipal corporation By City Manager
	"City"
This Thirty-Second Amendment orm on 1-29, 2019.	nt to Agreement No. 23214 is approved as to
	CHARLES PARKIN, City Attorney 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 # M201-19

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 semiannual or quarterly invoices.

Software Model	<u>Months</u>	CPU Make	<u>Start</u>	<u>End</u>	Total Fees
LawRECORDS	12		3/1/19	2/28/20	\$72,446.12
JailRECORDS	12		3/1/19	2/28/20	\$29,720.78
WebQuery	12		3/1/19	2/28/20	\$30,708.56
Interfaces	12		3/1/19	2/28/20	\$6,644.33
ARS	12		3/1/19	2/28/20	\$14,726.71
TCP/IP	12		3/1/19	2/28/20	\$2,693.19
GDO	12		3/1/19	2/28/20	\$1,256.55
CommandCAD	12		3/1/19	2/28/20	\$235,672.06
Mapping	12		3/1/19	2/28/20	\$51,309.92
FireRECORDS	12		3/1/19	2/28/20	\$14,708.42
CAD Adapter Intf.	12		3/1/19	2/28/20	\$5,387.78
Deccan Interface	12		3/1/19	2/28/20	\$1,243.87
		M		Total	\$466,518.29