

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

2 4. Except as expressly amended in this Thirty-Second 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.

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

10 January 28, 2019

By BS
11 Name Brad Surminsky
12 Title CFO

13 January 28, 2019

By Lisa Neumann
14 Name Lisa Neumann
15 Title Controller

16 **Tom Modica**
17 **Assistant City Manager**

18 **EXECUTED PURSUANT**
19 **TO SECTION 301 OF**
20 **THE CITY CHARTER**

"Tiburon"

21 CITY OF LONG BEACH, a municipal
22 corporation

23 Feb 21, 2019

By RBell
24 City Manager

"City"

25 This Thirty-Second Amendment to Agreement No. 23214 is approved as to
26 form on 1-29, 2019.

27 CHARLES PARKIN, City Attorney

By Amgill
28 Deputy

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

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 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		3/1/19	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
				Total	\$466,518.29