

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
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1 **EIGHTEENTH AMENDMENT TO AGREEMENT NO. 23214**

2 **23214**

3 THIS EIGHTEENTH AMENDMENT TO AGREEMENT NO. 23214 is made and
4 entered, in duplicate, as of March 2, 2006 for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting on
6 March 6, 2007 by and between COMPUDYNE-PUBLIC SAFETY & JUSTICE, INC.
7 ("CompuDyne"), a Virginia corporation, formerly known as TIBURON, INC., with a place
8 of business at 6200 Stoneridge Mall Road, Suite 400, Pleasanton, California 94588
9 ("Tiburon") and the CITY OF LONG BEACH, a municipal corporation ("City").

10 WHEREAS, the parties entered Agreement No. 23214 whereby CompuDyne
11 agreed to provide specialized data processing services relating to computer-aided
12 dispatching and records management systems for City's Police and Fire Departments
13 ("Project") and to grant a license and maintenance for the Project; and

14 WHEREAS, the Agreement has previously been amended to extend the term
15 and to add services; and

16 WHEREAS, the parties desire again to amend the Agreement to extend the term
17 and to pay for services received during the extended term;

18 NOW, THEREFORE, in consideration of the mutual terms and conditions in
19 Agreement No. 23214 and in this Amendment, the parties agree as follows:

20 1. The term for support and maintenance of the computer-aided dispatch
21 software ("CAD") is hereby extended beginning on March 1, 2007 and ending on
22 February 29, 2008.

23 2. Notwithstanding anything to the contrary in the Agreement or in any
24 attachment or exhibit to the Agreement, CompuDyne shall perform the support and
25 maintenance services with respect to CAD that are described in the Agreement,
26 including previous Amendments, exhibits and attachments, and City shall pay the fees
27 for those services, as more particularly identified in Exhibit "A" attached to this
28 Eighteenth Amendment and incorporated by this reference, during the extended term

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1 described in Section 1 above.

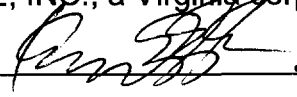
2 3. Except as expressly amended in this Eighteenth Amendment, all terms and
3 conditions in Agreement No. 23214 (as previously amended, to the extent consistent
4 with this Amendment) are ratified and confirmed and shall remain in full force and
5 effect.

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

8 COMPUDYNE-PUBLIC SAFETY AND
9 JUSTICE, INC., a Virginia corporation

10 MARCH 2, 2007

By

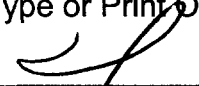


KEN ELMER
(Type or Print Name)

SVP FINANCE & ADMINISTRATION
(Type or Print Officer's Title)

13 MARCH 2, 2007

By



ROBERT L. BROWN JR.
(Type or Print Name)

SVP OPERATIONS
(Type or Print Officer's Title)

17 "CompuDyne"

19 **CITY OF LONG BEACH**, a municipal
20 corporation

21 March 8, 2007

By


City Manager

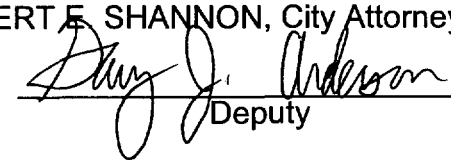
"City"

23 This Fifteenth Amendment to Agreement No. 23214 is approved as to form on

24 March 6, 2007.

25 ROBERT E. SHANNON, City Attorney

26 By


Deputy

27 GJA:2221-06(18thAmd#23214)99-03437/07-00875
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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 – Bruce Allen
CLIENT # U201-07

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.

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>
Police RMS	12		3/1/07	2/29/08	\$ 38,430.00
Additional Agency	12		3/1/07	2/29/08	\$ 17,486.00
CMS	12		3/1/07	2/29/08	\$ 17,378.00
WebQuery	12		3/1/07	2/29/0\8	\$ 17,955.00
Interfaces	12		3/1/07	2/29/08	\$ 3,885.00
ARS	12		3/1/07	2/29/08	\$ 8,610.00
TCP/IP	12		3/1/07	2/29/08	\$ 1,575.00
GDO	12		3/1/07	2/29/08	\$ 735.00
CAD	12		3/1/07	2/29/08	\$ 125,190.00
Mapping	12		3/1/07	2/29/08	\$ 30,000.00
24 Seven	12		3/1/07	2/29/08	\$ 8,600.00
CAD Adapter Intf	12		3/1/07	2/29/08	\$ 3,150.00
				Total	\$ 272,994.00

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).