

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

1 TWENTY-NINTH AMENDMENT TO AGREEMENT NO. 23214

2 **23214**

3 THIS TWENTY-NINTH AMENDMENT TO AGREEMENT NO. 23214 is made
4 and entered, in duplicate, as of February 19, 2016, pursuant to a minute order adopted by
5 the City Council of the City of Long Beach at its meeting on February 16, 2016, 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, the parties entered Agreement No. 23214 whereby Tiburon
11 agreed to provide specialized data processing services to Computer Aided Dispatch
12 ("CAD") and Record 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 parties desire to amend the Agreement to extend the term
15 and add \$402,327 to the extension;

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

18 1. The term for support and maintenance of the computer-aided dispatch
19 software ("CAD") and Records Management System is hereby extended beginning on
20 March 1, 2016 and ending on February 28, 2017.

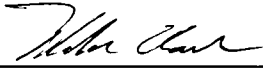
21 2. Notwithstanding anything to the contrary in the Agreement, previous
22 amendments, attachments or exhibits, Tiburon shall provide software support services for
23 an additional twelve-month term through February 28, 2017, and City shall pay for these
24 services in an amount not to exceed Four Hundred Two Thousand Three Hundred Twenty-
25 Seven Dollars (\$402,327).

26 3. Except as expressly amended in this Twenty-Ninth Amendment, all
27 terms and conditions in Agreement No. 23214 are ratified and confirmed and shall remain
28 in full force and effect.


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

3 TIBURON, INC., a Virginia corporation,
4 formerly known as COMPUTDYNE-PUBLIC
5 SAFETY & JUSTICE, INC.

6 3/3/2016, 2016

By 
Name ~~CFO~~ BLAKE CLARK
Title CFO

7
8 3/4/2016, 2016

By 
Name TONY FALES
Title CEO

9
10 "Tiburon"

11 CITY OF LONG BEACH, a municipal
12 corporation

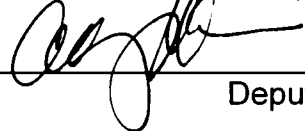
13 March 18, 2016

By 
Assistant City Manager
City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

15 "City"

16 This Twenty-Ninth Amendment to Agreement No. 23214 is approved as to
17 form on 3-9, 2016.

18 CHARLES PARKIN, City Attorney

19 By 
20 Deputy
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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 – Jack Ciulla
 CLIENT # M201-16

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		3/1/16	2/28/17	\$60,853.10
JailRECORDS	12		3/1/16	2/28/17	\$25,673.92
WebQuery	12		3/1/16	2/28/17	\$26,527.21
Interfaces	12		3/1/16	2/28/17	\$5,739.62
ARS	12		3/1/16	2/28/17	\$12,721.49
TCP/IP	12		3/1/16	2/28/17	\$2,326.48
GDO	12		3/1/16	2/28/17	\$1,085.45
CommandCAD	12		3/1/16	2/28/17	\$203,582.38
Mapping	12		3/1/16	2/28/17	\$44,323.44
FireRECORDS	12		3/1/16	2/28/17	\$12,705.69
CAD Adapter Intf.	12		3/1/16	2/28/17	\$4,654.17
Deccan Interface	12		3/1/16	2/28/17	\$1,074.51
EP-3310, Signal Hill Interface	7		8/1/15	2/29/16	\$1,058.75
			Total		\$402,326.21

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).