2 23214THIS FIFTEENTH AMENDMENT TO AGREEMENT NO. 23214 is made and 3 entered, in duplicate, as of <u>March 16, 2006</u> for reference purposes only, pursuant 4 to a minute order adopted by the City Council of the City of Long Beach at its meeting 5 March 14, 2006 \_\_\_\_ by and between COMPUDYNE-PUBLIC SAFETY & 6 on 7 JUSTICE, INC. ("CompuDyne"), a Virginia corporation, formerly known as TIBURON, 8 INC., with a place of business at 1388 Sutter Street, Suite 1000, San Francisco, 9 California 94109 ("Tiburon") and the CITY OF LONG BEACH, a municipal corporation 10 ("City").

FIFTEENTH AMENDMENT TO AGREEMENT NO. 23214

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

15 WHEREAS, the Agreement has previously been amended to extend the term16 and to add services; and

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

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

The term for support and maintenance of the computer-aided dispatch
 software ("CAD") is hereby extended beginning on March 1, 2006 and ending on
 February 28, 2007.

Notwithstanding anything to the contrary in the Agreement or in any
 attachment or exhibit to the Agreement, CompuDyne shall perform the support and
 maintenance services with respect to CAD that are described in the Agreement,
 including previous Amendments, exhibits and attachments, and City shall pay the fees
 for those services, as more particularly identified in Exhibit "A" attached to this Fifteenth

Robert E. Shannon City Attorney of Long Beach 333 West Ocean Boulevard Long Beach, California 90802-460 Telephone (562) 570-2200 1

Amendment and incorporated by this reference, during the extended term described in
 Section 1 above.

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

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

ity Attorney of Long Beach 33 West Ocean Boulevard Beach, California 90802-460

Robert E. Shannon

elephone (562) 570-220(

9 COMPUDYNE-PUBLIC SAFETY AND JUSTICE, INC., a Virginia corporation 10 MARCH By X 2006 11 KEN ELMER (Type or Print Name) 12 SUP FINANCE & ADMINISTRATION 13 (Type or Print Officer's Title) 14 MARCH 8 2006 By 15 DANIEL A. CRANFINS (Type or Print Name) 16 PRESIDENT 17 (Type or Print Officer's Title) 18 "CompuDyne" 19 20 **CITY OF LONG BEACH**, a municipal corporation 21 3.21. 2006 Bγ 22 Citv Manager "City" 23 24 This Fifteenth Amendment to Agreement No. 23214 is approved as to form on 3/16,2006. 25 26 ROBERT E. SHANNON, City Attorney 27 Bv Senior Deputy 28 DFG:2221-06(15thAmd#23214)99-03437 L:\APPS\CtyLaw32\WPDOCS\D031\P002\00085943.WPD 2

## EXHIBIT A

## TO THE AGREEMENT FOR EXTENDED SERVICES

## SOFTWARE SUPPORT AND MAINTENANCE FEES

CLIENT City of Long Beach 333 West Ocean Boulevard 12<sup>th</sup> Floor Long Beach, CA 90802 CONTACT – Bruce Allen CLIENT # U201-06

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. CompuDyne – Public Safety & Justice, Inc. (formally 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 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.

CompuDyne reserves the right to charge an administrative fee of 10% of the annual maintenance fees for semiannual or quarterly invoices.

Software Model	<b>Months</b>	<u>CPU Make</u>	<u>Start</u>	<u>End</u>	Total Fees
Police RMS	12		3/1/06	2/28/07	\$ 87,094.00
Additional Agency	12		3/1/06	2/28/07	\$ 16,653.00
CMS	12		3/1/06	2/28/07	\$ 57,419.00
ARS	12		3/1/06	2/28/07	\$ 47,713.00
CAD	12	<del> </del>	3/1/06	2/28/07	\$ 118,847.00
				<u></u>	
			<u> </u>		<u> </u>
				Total	\$ 327,726.00

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).