Kobert E. Shannon City Attorney of Long Beach 333 West Ocean Boulevard Long Beach, California 90802-4664 Telephone (562) 570-2200

SEVENTEENTH AMENDMENT TO AGREEMENT NO. 23214

THIS SEVENTEENTH AMENDMENT TO AGREEMENT NO. 23214 is made and entered, in duplicate, as of June 13, 2006 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on July 11, 2006, by and between COMPUDYNE-PUBLIC SAFETY & JUSTICE, INC., a Virginia corporation, formerly known as TIBURON, INC., a Virginia corporation, ("CompuDyne") and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the parties entered Agreement No. 23214 whereby Tiburon 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

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

WHEREAS, the parties desire again to amend the Agreement to add services and third-party mapping software provided by CompuDyne relating to a digital map enhancement to CAD;

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

1. Notwithstanding anything to the contrary in the Agreement, any previous amendment, or in any attachment or exhibit to the Agreement and previous amendments, CompuDyne shall provide the upgrades and perform the services described on Attachment "A" attached to this Seventeenth Amendment and incorporated by this reference. City shall pay the fees for the upgrades and services identified on Attachment "A" in an amount not to exceed \$236,234.00. City shall pay fifty percent (50%) of \$236,244 promptly after execution of this Seventeenth Amendment by City and the remaining fifty percent (50%) upon placement by City and CompuDyne into production operations.

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2.	The effective date of this Amendment shall be June 13, 2006, and
CompuDyr	ne's obligations to perform the upgrades and services described in this DELEMBER 31, and shall be completed by Nevember 1, 2006.
Amendme	nt shall be completed by Nevember 1, 2006.
3.	Except as expressly amended in this Amendment, all terms and

3. Except as expressly amended in this Amendment, all terms and conditions in Agreement No. 23214 (as previously amended, to the extent consistent with this Amendment) 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.

INC., a Virginia corporation, formerly known as TIBÚRON, INC., a Virginia corporation OCTOBER 10, 2006 vpe or OCTOBER 10 ,2006 By لان Secretary PRESIDENT SENIOR V ROBERT BROWN (Type dr Print Name) "CompuDyne" CITY OF LONG BEACH, a municipal corporation 2006 City Manager "City"

This Seventeenth Amendment is approved as to form on ________ 1 % | 26

ROBERT E. SHANNON, City Attorney

2006.

COMPUDYNE-PUBLIC SAFETY & JUSTICE.

RFA:abc 08/08/06(17thAmd#23214_Compudyne) 99-03437 L:\APPS\CtyLaw32\WPDOCS\D031\P002\00092617.WPD

ATTACHMENT A

CompuDyne Public Safety & Justice

CompoDyne - Public Safety & Justice, Inc. 1937 (Crite Conse Drive France) Critical 1944 (Physical Physics Phys

October 11, 2005

Chief Anthony Batts Long Beach Police Department ECOC 2990 Redondo Avenue Long Beach, CA 90806-2416

Subject: Enhancement Proposal (EP) – 118067C: Maverick Mapping

Reference: Agreement for Extended Service between the City of Long Beach and Tiburon, Inc., dated

February 24, 1998 and Agreement Number 23214

Dear Chief Batts:

CompuDyne - Public Safety & Justice, Inc., formerly known as Tiburon, is pleased to present the City of Long Beach with this Enhancement Proposal for the Maverick Mapping System from 911 Mapping Systems, Inc.

Scope Description

CompuDyne - Public Safety & Justice will provide the following technical services required to install the Maverick Map:

- 1) Designate a person to be the principal point of contact for all technical questions and administrative arrangements relating to this Enhancement Proposal.
- 2) Provide all coordination with 911 Mapping Systems, Inc.
- 3) Order 911 Mapping Systems, Inc. Maverick Map Site License (not to exceed seventy-five (75) workstation licenses) and associated services.
- 4) Order 911 Mapping Systems, Inc. Maverick Map Mobile Site License and associated services.
- 5) Provide the Client-supplied geofile data and ArcView shapefile data to 911 Mapping Systems, Inc.
- 6) Install the Maverick Map on the Client provided map server and two (2) Client-supplied workstations (either mobile, fixed or both) through remote VPN access.
- 7) Modify the Stratus VOS CAD system to integrate dispatching with Mobile Mapping. Dispatch messages generated by the CAD system for transmission to field units will incorporate links to the Mobile Map that will allow field units to zoom the map to their assigned locations with the touch of a single button included in the messages. This facility will be constructed using HTML and web technology.
- 8) Provide one (1) electronic copy of all training materials on CD-ROM ten (10) days in advanced of any

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Enhancement Proposal (EP) – 118067C: Maverick Mapping
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scheduled training session.

- 9) Provide Maverick Map training at the Client facility. All training courses will be conducted Monday through Friday between the hours of 0800 and 1700.
 - a. Maverick Map Administration Training Four (4) hours, one (1) session, maximum four (4) students.
 - b. Maverick Map User Training Four (4) hours, one (1) session, maximum eight (8) students.
- 10) Notify the Client when the Maverick Map is ready for live production operation.
- 11) Remotely assist Client staff in placing the Mayerick Map into production operation.

Note: CompuDyne will not provide any editing of the geo-file and will not be responsible for the quality of the data. CompuDyne makes no claims whatsoever concerning the suitability of the data for the customer's area or their application. CompuDyne will not add fields or provide extra processing. CompuDyne's scope of work does not include the services to provide editing, verification, cleanup, or flagging of the file. If these services are required of CompuDyne, a separate proposal will be provided.

Price Description

- 1) Firm Fixed Price is \$236,244 including sales tax.
- 2) The CompuDyne Public Safety & Justice Annual Maintenance amount will increase by \$30,000 annually effective the next maintenance period (post the one-year warranty from the date of installation). The \$30,000 will be included with the annual maintenance invoice. This amount may be subject to an annual increase not to exceed 5%.

CompuDyne Responsibilities

1) Listed under the heading "Scope Description."

Client Responsibilities

- 1) Designate a person to be the principal point of contact for all technical questions and administrative arrangements relating to this Enhancement Proposal.
- 2) Provide geofile data and ArcView shapefile data to 911 Mapping Systems, Inc.
- 3) Correct any issues that prevent the use of the Client-supplied geofile data ArcView shapefile data with the Maverick Map.
- 4) Provide VPN to CompuDyne to the Client's installed CompuDyne systems and servers.
- 5) Designate a Client-provided server on which CompuDyne will install the Maverick Map server component. The server must meet CompuDyne's minimum specifications for a server operating the Maverick Map server component. Please note that CompuDyne currently envisions utilizing the CAD distribution server for this purpose.

Chief Anthony Batts
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- 6) Assist CompuDyne with the installation of the Maverick Map on the Client-provided server.
- 7) Provide CAD and mobile workstations (maximum 2) on which to install the Maverick Map client. These devices must meet CompuDyne's minimum specifications for CAD and mobile workstations operating the Maverick Map client.
- 8) Assume responsibility for installing the Maverick Map on all CAD and mobile workstations beyond the maximum of two (2) to be installed by CompuDyne.
- 9) For all training, assign personnel with basic Windows software skills to receive training.
- 10) Provide a suitable classroom facility with computer workstation equipment for each participant in the training session and a computer workstation for the instructor. The room must be able to be darkened and include a projector as well as a whiteboard or equivalent.
- 11) Provide one (1) set of training materials for each student.
- 12) Provide end user training for all remaining Client personnel.

Completion Criteria

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This enhancement will be complete when the Maverick Mapping System for dispatch is placed into production operation. Please note that installation of the mobile map on all Client-supplied mobile devices is not necessary for completion. Placement of the Maverick Map for dispatch into production operation is the criteria for completion.

Terms and Conditions

- 1) The work described herein will be scheduled to commence at a mutually agreeable date after the Client's acceptance of this Enhancement Proposal.
- 2) No network services from CompuDyne are included in this Enhancement Proposal.
- 3) All third party software is payable upon delivery to CompuDyne or the client site (whichever occurs first).
- 4) The payment schedule for this Enhancement Proposal is as follows:

50%	CompuDyne software and services upon CompuDyne's receipt of the signed acceptance of
	this Enhancement Proposal.
50%	CompuDyne software and services upon Completion.
100%	Third-party software payable upon delivery to CompuDyne or the client site (whichever
	occurs first)

5) By the Client's acceptance of the Enhancement Proposal in the signature blocks provided below, the Client is authorizing CompuDyne to proceed with the work described herein and confirms additional funding will be obligated. Any requisite contractual documents required by the Client's purchasing procedures are the responsibility of the Client.

Chief Anthony Batts Long Beach Police Department ECOC Enhancement Proposal (EP) - 118067C: Maverick Mapping October 11, 2005 Page 4 of 4

- 6) Except as described herein, all terms and conditions of the referenced agreement remain unchanged and in full force and effect.
- 7) This fixed price Enhancement Proposal is valid unless modified by CompuDyne prior to Client acceptance of the Enhancement Proposal; otherwise, this Enhancement Proposal will expire on November 18, 2005.

Upon review and acceptance of this Enhancement Proposal, please sign below and return the signed copy of the Enhancement Proposal to Margrett Kiser in CompuDyne's Fremont office. Alternatively, you can fax a copy of this signed letter to Margrett at 510.217.6466. If you have any questions or require further information, please contact Ron Lovejoy at your convenience.

Sincerely,

D. Kenneth Peters Vice President of Sales

cc: Ron Lovejoy, Account Manager, Western Region

By this signature, the City of Long Beach accepts EP-118067C:

Signature

Gerald R. Miller City Manager

APPROVED AS TO FORM