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

TWELFTH AMENDMENT TO AGREEMENT NO. 23214

THIS TWELFTH AMENDMENT TO AGREEMENT NO. 23214 is made and entered, in duplicate, as of February 1, 2005 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on December 6, 1994, by and between TIBURON, INC., a Virginia corporation, with a place of business at 1388 Sutter Street, Suite 1000, San Francisco, California 94109 ("Tiburon") 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 extend the term and to pay for services received during the extended term;

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

- 1. The term for support and maintenance of the computer-aided dispatch software ("CAD") is hereby extended beginning on March 1, 2005 and ending on February 28, 2006.
- 2. Notwithstanding anything to the contrary in the Agreement or in any attachment or exhibit to the Agreement, Tiburon 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 Twelfth Amendment and incorporated by this reference, during the extended term described in Section 1 above.

3. Except as expressly amended in this Twelfth Amendment, all terms and 1 conditions in Agreement No. 23214 (as previously amended, to the extent consistent 2 with this Amendment) are ratified and confirmed and shall remain in full force and 3 4 effect. IN WITNESS WHEREOF, the parties have caused this document to be duly 5 executed with all formalities required by law as of the date first stated above. 6 TIBURON, INC., a Virginia corporation 7 2005 By 8 9 10 SENIOR UP OF UPBLATIONS 11 12 2005 By EIMER 13 (Type or Print Name) 14 (Type or Print Officer's Title) 15 "Tiburon" 16 17 CITY OF LONG BEACH, a municipal 18 corporation 19 . 14. 2005 20 "City" 21 This Twelfth Amendment to Agreement No. 23214 is approved as to form on 22 10__, 2005. 23 ROBERT E. SHANNON, City Attorney 24 25 Senior Deputy 26 27

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DFG:2-1-05(12thAmd#23214)99-03437

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Exhibit "A"

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 # U201-05

Support and Maintenance provided to the CLIENT listed above shall be pursuant to the terms and conditions of the TIBURON 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 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 semiannual or quarterly invoices.

Software Model	<u>Months</u>	CPU Make	<u>Start</u>	<u>End</u>	Total Fees
Police RMS	12		3/1/05	2/28/06	\$ 82,947.00
Additional Agency	12		3/1/05	2/28/06	\$ 15,860.00
CMS	12		3/1/05	2/28/06	\$ 54,685.00
ARS	12		3/1/05	2/28/06	\$ 45,441.00
CAD	12		3/1/05	2/28/06	\$ 113,188.00
				Total	\$ 312,121.00

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).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
State of <u>California</u>	
County of Alameda	
	Barbar Stiver Notary Public
Date Delote II	ne, Barbara Stivers, Notary Public Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared	Name(s) of Signer(s)
personally known to me – OR – \square proved to	me on the basis of satisfactory evidence to be the person(s
	whose name(s) is/are subscribed to the within instrumen
	and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
CARRAGE STIVERS	his/her/their signature(s) on the instrument the person(s)
	or the entity upon behalf of which the person(s) acted
COMM # 1444508 NOTARY PUBLIC - CALIFORNIA	executed the instrument.
ALAMEDA COUNTY	WITNESS my hand and official seal
му Сотат. Еди политивния пиним	WITNESS my hand and official seal.
	L1.4 =
	Signature of Notary Public
	,
	OPTIONAL ay prove valuable to persons relying on the document and could prevent
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
□ Individual	□ Individual
□ Individual □ Corporate Officer	☐ Corporate Officer
Title(s):	Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact	☐ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator ☐ Great Great Conservator	☐ Trustee PRINT ☐ Guardian or Conservator RIGHT THUMBPRINT OF SIGNER
☐ Guardian or Conservator OF SIGNET ☐ Other: Top of thumb	Guardian or Conservator OF SIGNER
Signer Is Representing:	Signer Is Representing:
Signer is representing.	Oigner is representing.
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