TWENTY-FIRST AMENDMENT TO AGREEMENT NO. 23214

23214

THIS TWENTY-FIRST AMENDMENT TO AGREEMENT NO. 23214 is made and entered, in duplicate, as of March 3, 2009 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on March 3, 2009, by and between TIBURON, INC. ("TIBURON"), a Virginia corporation, formerly known as COMPUDYNE-PUBLIC SAFETY & JUSTICE, INC. with a place of business at 6200 Stoneridge Mall Road, Suite 400, Pleasanton, California 94588 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 to Computer Aided Dispatch ("CAD") and Record 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 add services; and

WHEREAS, the parties desire again to amend the Agreement to extend software support and adjust maintenance fees;

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

1. Notwithstanding anything to the contrary in the Agreement, previous amendments, attachments or exhibits, TIBURON shall provide the software maintenance services described on Exhibit "A" attached to this Twenty-First Amendment and incorporated by this reference. City shall pay the fees for the services identified on Exhibit "A" in an amount not to exceed $322,687.00.

2. Except as expressly amended in this Twenty-First Amendment, all terms and conditions in Agreement No. 23214 are ratified and confirmed and shall remain in full force and effect.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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.

TIBURON, INC. ("TIBURON"), a Virginia corporation, formerly known as COMPUDYNE-PUBLIC SAFETY & JUSTICE, INC.

Dated: 3-31-09, 2009

By: _____

Maria Szymanek
(Type or Print Name)

VP Finance
(Type or Print Officer's Title)

Dated: _____, 2009

By: _____

(Type or Print Name)

(Type or Print Officer's Title)

"Tiburon"

CITY OF LONG BEACH, a municipal corporation

Dated: April 10, 2009

By: _____
Assistant City Manager
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Twenty-First Amendment to Agreement No. 23214 is approved as to form on April 6, 2009.

ROBERT E. SHANNON, City Attorney

By: _____
Gary J. Anderson, Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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 # M201-09

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.

Software Model	Months	CPU Make	Start	End	Total Fees
Police RMS	12		3/1/09	2/28/10	$ 51,259.00
Additional Agency	12		3/1/09	2/28/10	$ 19,278.00
CMS	12		3/1/09	2/28/10	$ 19,159.00
WebQuery	12		3/1/09	2/28/10	$ 19,795.00
Interfaces	12		3/1/09	2/28/10	$ 4,283.00
ARS	12		3/1/09	2/28/10	$ 9,493.00
TCP/IP	12		3/1/09	2/28/10	$ 1,736.00
GDO	12		3/1/09	2/28/10	$ 810.00
CAD	12		3/1/09	2/28/10	$ 150,844.00
Mapping	12		3/1/09	2/28/10	$ 33,075.00
24 Seven	12		3/1/09	2/28/10	$ 9,482.00
CAD Adapter Intf	12		3/1/09	2/28/10	$ 3,473.00
				Total	**$ 322,687.00**

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).