TWENTY-EIGHTH AMENDMENT TO AGREEMENT NO. 23214

23214

THIS TWENTY-EIGHTH AMENDMENT TO AGREEMENT NO. 23214 is 3 4 made and entered, in duplicate, as of March 1, 2015, pursuant to a minute order adopted 5 by the City Council of the City of Long Beach at its meeting on February 17, 2015, 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 agreed to provide specialized data processing services to Computer Aided Dispatch ("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

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

16 WHEREAS, the parties desire again to amend the Agreement to extend the 17 term and adjust maintenance fees;

18 NOW, THEREFORE, in consideration of the mutual terms and conditions in 19 Agreement No. 23214 and in this Amendment, the parties agree as follows:

20 1. The term for support and maintenance of the computer-aided dispatch 21 software ("CAD") and Records Management System is hereby extended beginning on March 1, 2015 and ending on February 28, 2016. 22

23 2. Notwithstanding anything to the contrary in the Agreement, previous 24 amendments, attachments or exhibits, TIBURON shall provide the software maintenance 25 services described on Exhibit "A" attached to this Twenty-Eighth Amendment and 26 incorporated by this reference. City shall pay the fees for the services identified on 27 Exhibit "A" in an amount not to exceed Four Hundred and Seven Thousand, Six Hundred 28 Seventy-Six Dollars (\$407,676.00).

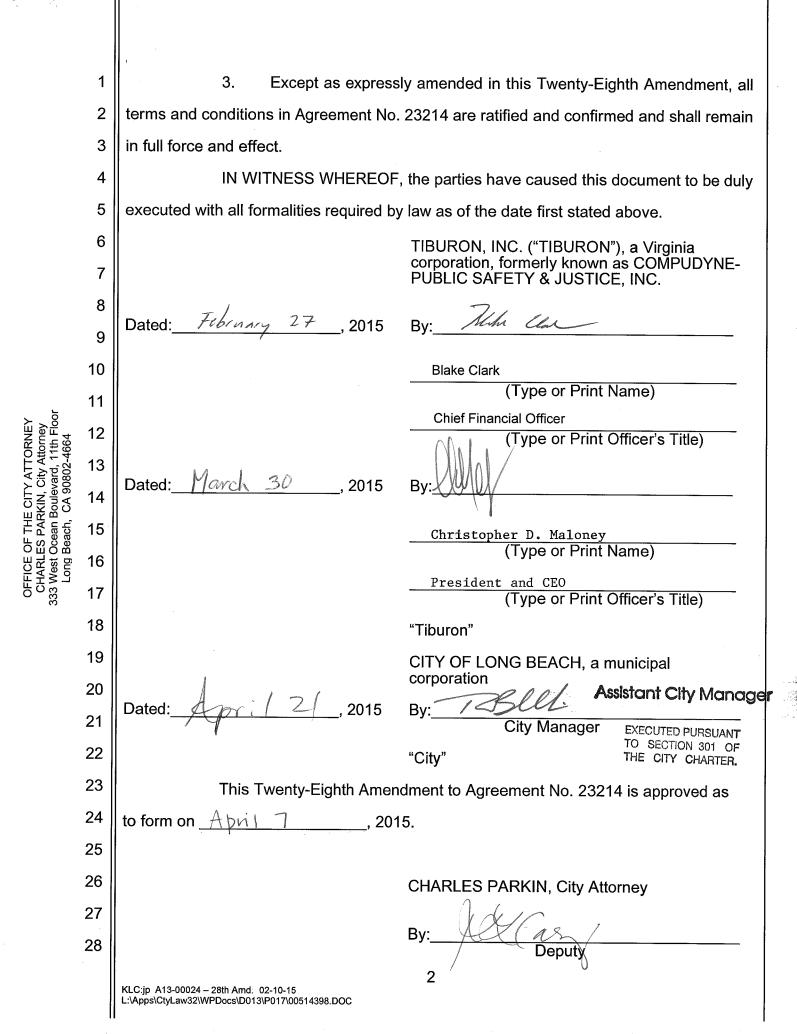
CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 **DFFICE OF THE CITY ATTORNEY** 12 14 15

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<u>EXHIBIT A</u>

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 # M201-15

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 semiannual or quarterly invoices.

Software Model	Months	<u>CPU Make</u>	<u>Start</u>	End	Total Fees
LawRECORDS	12		3/1/15	2/28/16	\$57,955.34
Additional Agency	12	<u> </u>	3/1/15	2/28/16	\$24,604.16
JailRECORDS	12		3/1/15	2/28/16	\$24,451.36
WebQuery	12		3/1/15	2/28/16	\$25,264.01
Interfaces	12		3/1/15	2/28/16	\$5,466.31
ARS	12		3/1/15	2/28/16	\$12,115.70
TCP/IP	12		3/1/15	2/28/16	\$2,215.69
GDO	12		3/1/15	2/28/16	\$1,033.76
CommandCAD	12		3/1/15	2/28/16	\$194,799.98
Mapping	12		3/1/15	2/28/16	\$42,212.80
FireRECORDS	12		3/1/15	2/28/16	\$12,100.65
CAD Adapter Intf	12		3/1/15	2/28/16	\$4,432.55
Deccan Interface	12		3/1/15	2/28/16	\$1,023.34
				Total	\$407,675.65

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).