

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

SECOND AMENDMENT TO AGREEMENT NO. 30299

30299

THIS SECOND AMENDMENT is made and entered, in duplicate, as of May 15, 2008, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 15, 2007, by and between the CITY OF LONG BEACH, a municipal corporation ("City"), and ZOLL DATA SYSTEMS, a Delaware corporation, with a place of business at 12202 Airport Way, Suite 300, Broomfield, CO 80021 ("ZOLL").

WHEREAS, the parties entered into Agreement No. 30299 on October 9, 2007 for the purchase of software and related services for ambulance billing and collection management on behalf of City; and

WHEREAS, the parties extended the term on September 30, 2008 through the execution of the First Amendment; and

WHEREAS, now the parties desire to suspend work under the Agreement; NOW, THEREFORE, in consideration of the mutual terms and conditions herein contained, the parties agree as follows:

CURRENT STATUS

1. ZOLL has provided the following Software items under the Agreement.
 - a) Rescue Net Billing Professional User Licenses. (7 Licenses).
 - b) Security Module.
 - c) Professional Reports/Crystal Interface.
 - d) Clearinghouse Electronic Claims Module.

All such Software, and City's Use of all such Software, will remain subject to the terms of the Agreement.

2. ZOLL has provided the following Professional Services under the Agreement.

- a) Four days of deployment services provided in February 2008 at \$1,500 per day, totaling \$6,000.00, additional days required.

1 b) 91.67 hours of development of custom interfaces at \$180 per
2 hour, totaling \$16,500.60 (General Ledger FAMIS, Credit Card Payments Export, iNovah
3 Cashiering, Collections Agency Import/Export - additional development required).

4 3. City has paid the initial payment of \$40,096.68 as required by the
5 Agreement. The parties agree that ZOLL may retain the initial payment in consideration
6 of the software and professional services provided under the Agreement.

7 4. City acknowledges that ZOLL has met all obligations and responsibilities
8 under the Agreement prior to this suspension and that ZOLL will be excused from all
9 additional obligations and responsibilities under the Agreement until the suspension has
10 been lifted.

11 TERM

12 1. Effective immediately ZOLL agrees to City's request that work under the
13 Agreement be suspended as of March 31, 2008, provided that City agrees that ZOLL
14 may take reasonable actions to bring an orderly shut down to the current efforts under
15 the Agreement through April 4, 2008.

16 ADDITIONAL TERMS

17 1. If ZOLL has not received authorization from City to lift the suspension
18 and restart work under the Agreement on or before the revised termination date of
19 September 30, 2008, ZOLL and City may either elect to revise the termination date
20 further, or either party may terminate the agreement by providing notification of such
21 termination, in writing, no later than September 30, 2008.

22 2. If the Agreement is terminated by the City as described above, on or
23 before the effective date of such termination, City will pay ZOLL all amounts due under
24 the Agreement for all software and other products delivered and all services provided as
25 of the termination date, within 30 days of said termination.

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The cost to the City for terminating the Agreement would be as follows:

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|---|--------------------|
| a) Software licenses (non-refundable) | \$59,201.00 |
| b) Custom development services | \$16,500.60 |
| c) Deployment services provided in February | \$ 6,000.00 |
| d) Deployment visit expenses | \$ 1,747.48 |
| Sub-Total | \$83,449.08 |
| City has Paid Zoll | \$40,096.68 |
| Balance due Zoll | \$43,352.40 |

3. If ZOLL terminates the Agreement, then ZOLL will not be entitled to further retribution and will reimburse the City for software and other products purchased that are rendered unusable because the interfaces would not be complete. The City agrees to pay ZOLL for the professional services rendered prior to ZOLL's termination.

The cost to ZOLL for terminating the Agreement would be as follows:

| | |
|---------------------------------------|--------------------|
| a) City has paid Zoll | \$40,096.68 |
| b) Minus Custom development services | \$16,500.60 - |
| c) Minus Deployment services provided | \$ 6,000.00 - |
| d) Minus Deployment visit expenses | \$ 1,747.48 - |
| Amount Paid for Software | \$15,848.60 |
| Balance due City | \$15,848.60 |

4. City acknowledges that if work resumes, some services performed before April 4, 2008 may need to be repeated. Such services may include, but are not limited to, installation of an updated version of the software, retraining of City personnel due to the passage of time, or training on new features introduced to the products. ZOLL and City will collaborate and agree on which, if any, services need to be repeated. City will authorize additional expenditures for repeating services that City agrees are required.

5. City agrees to waive all future damage claims under the Agreement due to project delays created by ZOLL until the suspension has been lifted.

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Excepted as expressly stated herein, all of the terms, covenants, and conditions of Agreement NO. 30299 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.

ZOLL DATA SYSTEMS, a Delaware corporation

5/30

_____, 2008 By 

Officer's Title President
David Brown
(Type or Print Name)

_____, 2008 By _____

Officer's Title _____
(Type or Print Name)

"ZOLL"

CITY OF LONG BEACH, a municipal corporation

Jun 20

_____, 2008 By  Assistant City Manager

City Manager **EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.**
"City"

This Agreement is approved as to form on June 17, 2008.

ROBERT E. SHANNON, City Attorney

By 
Deputy

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