

AMENDMENT NO. 2 TO THE AGREEMENT
WITH TIBURON INC. FOR
MAINTENANCE AND SOFTWARE SUPPORT SERVICES



This Amendment is entered into this 19th day of June 2013, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and **Tiburon, Inc.**, a Virginia Corporation registered in the State of California (hereafter referred to as "VENDOR").

RECITALS

WHEREAS, the CITY and VENDOR entered into an agreement for maintenance and software support for the Police Records Management System, which was approved by Council on March 28, 2000, and

WHEREAS, VENDOR is the developer of the software and there is no other source for support and maintenance of the application, and

WHEREAS, on January 4, 2011 Council approved the designation of Tiburon, Inc. as a Sole Source pursuant to Municipal Code Section I-2-3.09 "Sole Source Procurement" for a period of five years, and

WHEREAS, the parties desire to amend the Agreement to extend the term from July 1, 2013 to June 30, 2014 and to increase the annual value of the contract to \$52,828.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The term of the Agreement shall extend from July 1, 2013 to June 30, 2014 unless earlier terminated.
2. Revised Exhibits A and B dated 7/1/13 attached hereto are incorporated by reference and made a part of the Agreement and shall become effective July 1 2013.
3. All other provisions of the Agreement not modified by this Amendment No. 2 shall remain in full force and effect.

This Amendment is executed as of the date first written above.

APPROVED BY:
CITY OF MILPITAS

TIBURON, INC.

Thomas C. Williams, City Manager

Authorized Representative Name & Title

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Michael J. Ogaz, City Attorney

Mike Luu, IS Operations Manager

EXHIBIT B
TO THE AGREEMENT FOR EXTENDED SERVICE
SCHEDULE OF SERVICES AND CHARGES

Support and Maintenance provided to the CLIENT listed in Exhibit A shall be pursuant to the terms and conditions of the Agreement for Extended Service dated March 28, 2000 (the "Agreement").

Upon CLIENT's payment of the amount set forth on Exhibit A to the Agreement, this Exhibit B shall be attached to, and become part of the Agreement. Any changes to the services options selected in this Exhibit B shall be reflected in a new Exhibit B which, upon payment of any additional amounts due, shall be attached to, and become part of, the Agreement.

BASIC SERVICES

Tiburon will provide basic services as defined in the Statement of Work contained in Section 2 of the Extended Service Agreement for the software systems as defined in Exhibit A.

Support for Computer Aided Dispatch, Message Switch and Corrections Management Systems is 24 hours per day, 7 days per week. Support for other products is from 8:00 a.m. to 5:30 p.m. Pacific Time, excluding weekends and normal Tiburon holidays, unless the "24/7" Service Option is selected. In all cases, call-out charges will apply as described below.

The following is paraphrased from the recently adopted Bylaws.

Voting membership in the Tiburon User Group, as set forth herein, is included in the Basic Service. The quantity of voting members is based on the number of Tiburon products installed, with the appropriate software licenses, at the CLIENT. For purposes of establishing voting memberships, a product is defined as SS/2000 – Computer Aided Dispatch, Police Records Management, Fire Records Management, Correction Management System, and Mobile Data System. The Tiburon User Group Conference is held annually at a location to be determined.

"24/7" SERVICE OPTION

\$7,000 per year/per system

(initial)

Products not normally covered by 24-hour support may optionally be supported with 24-hour coverage (including Tiburon holidays). Applicable call-out charges continue to apply. If this option is not in force, technical support requests outside of covered hours are charged at technical service rates as defined below.

NEW PRODUCTS

Additional Tiburon software systems, subsystems and Tiburon provided third-party products, such as hardware, and networking software may be acquired under this Agreement. Tiburon installation, special tailoring, license fees and third-party peripherals required shall be charged at the then current Technical Services Rate or as quoted by Tiburon or the third party.

TECHNICAL SERVICE RATES

1. Technical Service Rates

Technical Services Rates shall be invoiced to CLIENT as incurred at the rates then in effect.

A minimum of four (4) hours per occurrence will be charged for work conducted at Tiburon facilities and a minimum of eight (8) hours at CLIENT site for Technical Services not covered under Basic Services or "24/7" Service Option as described previously.

2. Materials, Travel and Per Diem Expenses

When applicable, all special materials, plus travel and per diem expenses shall be charged to CLIENT at cost.

3. Call-Out Charges

Systems not covered under 24/7 support, call-outs will be billed at \$250 per call. After the first hour, the rate is \$250 per hour with a two-hour minimum.

If CLIENT's systems are covered under the 24/7 support, the off-hour call-out fee is \$50.

4. Remote Access

All charges in this Agreement are predicated on CLIENT providing the required hardware, software, and operating environment for dial-in service. If CLIENT does not provide this support for dial-in service, the following additional charge will apply:

\$500 per month per system supported

In addition, travel and per diem expenses for on-site support required due to lack of remote access will be charged as defined in Exhibit B, page 2, item 1.