

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Second Amendment

THIS AMENDMENT (this “Amendment”) is made as of **September 1, 2023** in San Francisco, California, by and between **CentralSquare Technologies, LLC** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the maintenance period to November 30, 2027 and increase the contract amount by \$1,211,501; and

WHEREAS, the Agreement was awarded to Contractor, Tiburon Inc., based on a sole source procurement request which was approved on March 13, 2012 and this modification is consistent therewith; and

WHEREAS, the Agreement was amended on October 30, 2019 to extend the maintenance and support services period to November 30, 2024 and increase the contract amount (the “First Amendment”); and

WHEREAS, the City’s Board of Supervisors approved the First Amendment by Resolution No. 90981 on October 29, 2019, and a sole source procurement request was approved for the First Amendment on August 16, 2019; and WHEREAS, on December 20, 2022 the City entered into a Novation Agreement with Contractor CentralSquare Technologies, LLC after Contractor Tiburon Inc dissolved and transferred this Agreement to CentralSquare Technologies; and

WHEREAS, a sole source procurement request was approved for this Second Amendment OCAWVR0008199; and CMD14B0002306 waiver was approved and

WHEREAS, the City’s Board of Supervisors approved this Second Amendment by [insert resolution number] on [insert date of Commission or Board action]; and

WHEREAS, this is a contract for Services and the Local Business Entity (“LBE”) subcontracting participation requirement for the Services has been waived CMD14B0002306; and

WHEREAS, approval for this Amendment was obtained on December 18, 2023 from the Civil Service Commission under PSC number 41020-23/24 in the amount of \$1,500,000 for the period commencing December 1, 2024 and ending November 30, 2029 and

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated June 29, 2012 between Contractor and City, as amended by the:

First Amendment, dated October 30, 2019 and

This Second Amendment, dated September 1, 2023

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications of Scope to the Agreement

2.1 **Term of the Agreement.** *Section 3 Term of the Agreement currently reads as follows:*

“3. **Term of the Agreement.** Subject to Section 2, the term of this Agreement shall be from June 29, 2012 to November 30, 2024, unless earlier terminated as provided herein.”

Such section is hereby amended in its entirety to read as follows:

“3. **Term of the Agreement.** Subject to Section 2, the term of this Agreement shall be from June 29, 2012 to November 30, 2027, unless earlier terminated as provided herein.”

2.2 **Payments.** *Section 6a – Payments of the Agreement currently reads as follows:*

“6. **Payments.**

a. **Fixed Price.** In consideration for the services rendered under this Agreement, the City shall pay Tiburon in accordance with Exhibits D and E. In no event shall the contract value exceed \$7,153,056., termed "Total Contract Value". The Total Contract Value includes all Options, Enhancements and maintenance and support charges for the duration of the contract.

No charges shall be incurred under this Agreement nor shall any payments become due to Tiburon until reports, services, and products, required under this Agreement are received from Tiburon and approved by the DEM as being in accordance with this Agreement.

In no event shall the City be liable for interest or late charges for any late payments.

The City's Project Manager may authorize Change Orders which, in an aggregate amount, do not increase the Total Contract Value.

The City shall make all payments within thirty (30) days upon receipt of invoice. Payments shall be made to Tiburon at the address identified in such invoice.”

Such section is hereby amended in its entirety to read as follows:

“6. Payments.

a. Fixed Price. In consideration for the services rendered under this Agreement, the City shall pay Contractor in accordance with Exhibits D-2 and E. In no event shall the contract value exceed \$8,364,557 "Total Contract Value". The Total Contract Value includes all Options, Enhancements and maintenance and support charges for the duration of the contract.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, and products, required under this Agreement are received from Contractor and approved by the DEM as being in accordance with this Agreement.

In no event shall the City be liable for interest or late charges for any late payments.

The City's Project Manager may authorize Change Orders which, in an aggregate amount, do not increase the Total Contract Value.

The City shall make all payments within thirty (30) days upon receipt of invoice. Payments shall be made to Contractor at the address identified in such invoice.”

2.3 Exhibit D Project Pricing

Exhibits D-1 is hereby deleted and replaced in their entirety by Exhibit D-2, attached to this second Amendment and fully incorporated within the Agreement.

Article 3 Updates of Standard Terms to the Agreement (Reserved).

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after September 1, 2023.

Article 5 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Mary Ellen Carrol
Executive Director
Department of Emergency Management

Approved as to Form:

David Chiu
City Attorney

By: _____
Christina Fletes-Romo
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

CONTRACTOR

CentralSquare Technologies, LLC

Ron Anderson
Chief Sales Officer
1000 Business Center Drive
Lake Mary, FL 32746
City Supplier Number: 00048479

Appendix

Exhibit D-2

Project Pricing Detail

PHASE 1 - Fire Station Alerting	Baseline	Optional
Motorola Fire Station Alerting		
Hardware	\$ 441,359	
Implementation Services	\$ 210,335	
Motorola FSO Fire Station Site Survey		\$ 25,633
Motorola FSO Install Scope Reduction		\$ (47,013)
Tiburon Project Management	\$ 144,092	
Fire Station Site Survey		\$ 5,127
Install Scope Reduction		\$ (9,403)
Taxes (9.5%):	\$ 41,929	
Subtotal (PH 1) :	\$ 837,715	\$ (25,656)
PHASE 2 - CommandCAD	Baseline	Optional
Total Command License:	\$ 592,943	
Custom Interfaces:	\$ 253,682	
Custom Development:	\$ -	\$ 300,732
Additional Services:	\$ 208,854	
SubTotal (PH 2):	\$ 1,055,479	\$ 300,732
Grand total :	\$ 1,893,194	

Project includes the TotalCommand software (including base interface) as well as services per the SOW including installation, configuration, base testing, training program, cutover guidance and support and project management. For reference, Tiburon's hourly rate for additional work is \$190 / hour, plus a 5% per year increase.

Custom Interfaces/Development Breakdown:

	Baseline	Optional
Custom interfaces		
LOE 1562: ICD 08 State Interface (Level II)	\$ 31,008	
LOE 1555: ICD 14 HRMS Interface to Peoplesoft	\$ 53,261	
LOE 1524: ICD 15 MARVLIS	\$ 26,630	
LOE 1674: ICD 16 Fire Station Alerting	\$ 12,139	
LOE 1554: ICD 18 3rd party sign-on	\$ 64,068	
LOE 1763: ICD 20 Fire Alarm System	\$ 47,424	
LOE 1826: ICD 21 Level II MDT (RNC)	\$ 19,152	
LOE 1826: ICD 21 Level II MDT (MAGUS \$57,000 total) Showing delta only		\$ 37,848
Custom development		
LOE 1521: CAD Encryption	Included	
LOE 1567: StratusCAD to Fire RMS Transfer		\$ 5,928
LOE 1678: No Contact		\$ 16,644
LOE 2271: Fire Station printout customization		\$ 44,460
LOE 1745: Fire Station Alert window		\$ 80,712
LOE 1827: AVL quality Indicator		\$ 35,568
LOE 1827: AVL quality indicator add'l functionality (showing delta only)		\$ 44,004
LOE 1998: Parking and Traffic Redirect		\$ 35,568
Additional Services		
LVS Implementation Services	\$ 21,637	
SSG Hardware Installation Services	\$ 32,491	
Additional Testing Not Included in Base Offering:	\$	

	142,226	
Third Party (related to LVS):	\$ 12,500	
Subtotal:	\$ 462,536	\$ 300,732

Optional Enhancement Proposals (funded seperately):

	Baseline	Optional
Police Department MobileCOM (add 350 licenses incl. implementation)		\$ 489,490
iPAD (300 licenses incl. server license and implementation):		\$ 183,625
FireRECORDS		\$ 100,750
DataWarehouse Implementation		\$ 37,368
ProQA Paramount Support		\$ 28,000

Total additional Enhancement Proposals: **\$
839,233**

Maintenance (funded seperately):

	Baseline	Optional
Command CAD		
Year 1		\$ 290,000
Year 2		\$298,700
Year 3		\$307,661
Year 4		\$316,891
Year 5		\$326,398
Year 6 - 11/1/19 - 10/31/20		\$359,118
Year 7 - 11/1/20 - 10/31/21		\$369,723
Year 8 - 11/1/21 - 10/31/22		\$380,815
Year 9 - 11/1/22 - 10/31/23		\$392,241
Year 10 - 11/1/23 - 10/31/24		\$380,541
Year 11 - 11/1/24-10/31/25		\$391,957

Year 12 - 11/1/25-10/31/26	\$403,716
Year 13 - 11/1/26-10/31/27	\$415,827

Total Maintenance:

\$
4,633,587

Note: Maintenance costs for years 6 - 10 include the base CAD software plus all enhancements that have been implemented into the live CAD system in San Francisco as of 6/1/2019.

Additional enhancements*:

\$
700,000

**City has contracting authority to execute additional enhancements and/or out of scope services related to the System, for the duration of the Agreement and Maintenance Agreement. The City is not obligated to pay for these services unless explicitly authorized by a Change Order or Enhancement Proposal.*

Grand total for Tiburon contract:

\$
8,364,557