

CITY OF SIGNAL HILL
FIFTH AMENDMENT TO
AGREEMENT FOR CAD/RMS DISPATCH AND REPORTING SERVICES

1. PARTIES AND DATE.

This Fourth Amendment to the Agreement for CAD/RMS Dispatch and Reporting Services (“Fourth Amendment”) is entered into on the 12th day of November, 2024, and made effective as of August 23, 2024 by and between the City of Signal Hill, a charter city, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 (“City”) and Cyrun, Inc., a California Corporation, with its principal place of business at 5615 Scotts Valley Drive, Ste. 110, Scotts Valley, CA 95066 (“Contractor”). City and Contractor are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for CAD/RMS Dispatch and Reporting Services dated August 24, 2015 for a term of 5 years, expiring on August 24, 2020 and including total compensation not-to-exceed \$335,000 (“Agreement”).

2.2 First Amendment. The Parties entered into that certain First Amendment to Agreement for CAD/RMS Dispatch and Reporting Services dated December 8, 2020 in order to increase the total amount of compensation under the Agreement to \$402,000 and extend the term of the Agreement to expire on August 23, 2021 (“First Amendment”).

2.3 Second Amendment. The Parties entered into that certain Second Amendment to Agreement for CAD/RMS Dispatch and Reporting Services dated August 3, 2021 in order to increase the total amount of compensation under the Agreement to \$469,000 and extend the term of the Agreement to expire on August 23, 2022 (“Second Amendment”).

2.4 Third Amendment. The Parties entered into that certain Third Amendment to Agreement for CAD/RMS Dispatch and Reporting Services dated August 8, 2022 in order to increase the total amount of compensation to \$536,000 and extend the term of the Agreement to expire on August 23, 2023 (“Third Amendment”).

2.5 Fourth Amendment. The Parties entered into that certain Fourth Amendment to Agreement for CAD/RMS Dispatch and Reporting Services effective August 23, 2023 in order to expand the Scope of Services, increase the total amount of compensation under the Agreement to \$603,000 and extend the term of the Agreement to expire on August 23, 2024.

2.6 Fifth Amendment. The Parties now desire to amend the Agreement in order to increase the total compensation under the Agreement to \$669,000 and extend the term of the Agreement to expire on August 23, 2025.

3. TERMS.

3.1 Contract Sum. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Six Hundred Sixty Nine Thousand Dollars (\$669,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.”

3.2 Schedule of Compensation. Section C of Exhibit “C” of the Agreement is hereby amended in part to add the following:

“For the third, fourth, fifth, sixth, seventh, eighth, ninth ***and tenth*** year of support, Contractor will invoice City for Sixty-Seven Thousand Dollars (\$67,000.00) thirty (30) days prior to each anniversary of the execution date of this Agreement, provided that Contractor is not in breach or default of any obligation under the Agreement.”

3.3 Term. Section 3.4 of the Agreement is hereby amended in its entirety to read as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until August 23, 2025, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

3.5 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Fifth Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF SIGNAL HILL

CYRUN, INC.

By: _____
Carlo Tomaino
City Manager

By: _____
Glen Haimovitz
President, CEO

ATTEST:

By: _____
Kimberly Boles
Assistant City Clerk

By: _____
John Roevekamp
CFO, Secretary and Treasurer

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____
Matthew E. Richardson
City Attorney