

## **ATTACHMENT A**

### **AMENDMENT NO. EIGHT TO SOFTWARE LICENSE AND SERVICES AGREEMENT AND SOFTWARE MAINTENANCE AGREEMENT WITH SUPERION, LLC**

THIS AMENDMENT NO. EIGHT TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT ("Amendment No. Seven") is made and entered into as of this 24th day of January, 2023 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and SUPERION, LLC, a Delaware corporation ("Consultant"), whose address is 1000 Business Center Drive, Lake Mary, FL 32746 , and is made with reference to the following:

#### **RECITALS**

- A. On June 28, 2013, City and SunGard Public Sector, LLC ("SunGard") entered into a Software License and Services Agreement and a Software Maintenance Agreement ("Agreements") for Consultant to provide maintenance, enhancements, and licensing ("Services") for Computer Aided Dispatch/Records Management System ("CAD/RMS"), new releases of Baseline software, and custom modifications as defined and identified in Exhibit 1 within the Agreements ("Project").
- B. On August 15, 2014, City and SunGard entered into Amendment No. One to the Agreements ("Amendment No. One") to reflect additional, deleted, and modified services not previously included in the Agreements, and to increase the total compensation.
- C. On November 21, 2014, City and SunGard entered into Amendment No. Two to the Agreements ("Amendment No. Two") to reflect additional, deleted, and modified services not previously included in the Agreements, as amended, and to increase the total compensation.
- D. On August 14, 2015, City and SunGard entered into Amendment No. Three to the Agreements ("Amendment No. Three") to reflect additional services not previously included in the Agreements, as amended, and to increase the total compensation.
- E. On June 28, 2016, City and SunGard entered into Amendment No. Four to the Agreements ("Amendment No. Four") to reflect additional services not included in the Agreements, as amended, and to increase the total compensation.
- F. On January 23, 2017, City and SunGard entered into Amendment No. Five to the Agreements ("Amendment No. Five") to reflect additional services not included in the Agreements, as amended, and to increase the total compensation.
- G. On August 14, 2017, City and Consultant entered into an Assignment Agreement that assigned all rights, title and interest in and obligations under the Agreements from SunGard to Consultant.

- H. On March 26, 2018, City and Consultant entered into Amendment No. Six to the Agreements ("Amendment No. Six") to reflect additional and deleted services not previously included in the Agreements, as amended, and to adjust the total compensation under the Agreements.
- I. On May 8, 2018, City and Consultant enter into Amendment No. Seven to reflect additional services not previously included in the Agreements, as amended, and to adjust the total compensation available under the Agreements to not exceed One Million Eight Hundred Sixty Six Thousand Six Hundred Fifty Dollars and 00/100 (\$1,866,650.00).
- J. As of 2022, the total compensation available for Services under the Agreements was exhausted, and Consultant continued to provide Services as requested by City, with the amount in arrears for Services rendered as of the end of year 2022 being a total of One Hundred Thirty Four Thousand Five Hundred Ninety Seven Dollars and 76/100 (\$134,597.76), to which the City paid Consultant via purchase order One Hundred Nineteen Thousand Dollars and 00/100 (\$119,000.00), leaving a remaining balance in arrears of Fifteen Thousand Five Hundred Ninety Seven Dollars and 76/100 (\$15,597.76).
- K. All costs for licensing under the Agreements having been fully paid, the City desires to continue to utilize Consultant's maintenance Services pursuant to the Agreements through the year 2031, by increasing the total compensation available under the Agreements for prospective Services by an additional One Million Four Hundred Twenty Four Thousand Twelve Dollars and 47/100 (\$1,424,012.47), for a revised total not to exceed amount of Three Million Two Hundred Ninety Thousand Six Hundred Sixty Two Dollars and 47/100 (\$3,290,662.47).
- L. The parties now desire to enter into this Amendment No. Eight to compensate Consultant for the remaining amount in arrears for Services rendered through end of year 2022, and additionally, to increase the compensation available under the Agreements for prospective maintenance Services through the year 2031.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

#### **1. COMPENSATION TO CONSULTANT**

Consultant acknowledges that all licensing has been fully paid, and that only ongoing annual maintenance Services continue. Consultant's annual compensation is hereby amended and modified as set forth in the table below to provide additional compensation for the amount in arrears for Services rendered through the end of year 2022, and additionally, to increase the total compensation available under the Agreements for all Services to be performed prospectively in accordance with the Agreements, including all reimbursable items and subconsultant fees, in an amount not to exceed the amounts set forth below, without prior written authorization from City.

<b>Year</b>	<b>Total Not to Exceed:</b>
2022 (arrears balance)	\$15,597.76
2023	\$138,635.69
2024	\$142,794.76
2025	\$147,078.61
2026	\$151,490.96
2027	\$156,035.69
2028	\$160,716.76
2029	\$165,538.27
2030	\$170,504.42
2031	\$175,619.55
<b>TOTAL:</b>	<b>\$1,424,012.47</b>

This Amendment reflects additional compensation in a total amount not to exceed **One Million Four Hundred Twenty Four Thousand Twelve Dollars and 47/100 (\$1,424,012.47)**.

The total compensation available under the Agreements for all Services, including the additional compensation set forth in this Amendment, shall not exceed **Three Million Two Hundred Ninety Thousand Six Hundred Sixty Two Dollars and 47/100 (\$3,290,662.47)**.

## **2. INTEGRATED CONTRACT**

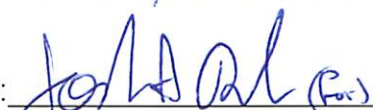
Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Amendment No. Eight to be executed on the dates written below.

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**

Date: 1/17/23

By:   
Aaron C. Harp  
City Attorney

01.17.23  
ama

**CITY OF NEWPORT BEACH,**  
a California municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Noah Blom  
Mayor

**ATTEST:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Leilani I. Brown  
City Clerk

**CONSULTANT:** Superion, LLC, a  
Delaware corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ron A. Anderson  
VP of Sales

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Barry Medintz  
General Counsel and Corporate  
Secretary

**[END OF SIGNATURES]**