

**SIXTH AMENDMENT TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN THE CITY OF COLUMBIA, MISSOURI,
AND
SUPERION, LLC**

This Sixth Amendment to the June 17, 2015 Software License and Services Agreement is made between the City of Columbia, Missouri (“Customer”) and Superior, LLC, a corporation organized in the State of Delaware with authority to transact business within the State of Missouri (hereinafter “Superion”), is entered into as of the date of the last signatory noted below.

RECITALS

- A. WHEREAS, on June 17, 2015, Customer and SunGard Public Sector LLC entered into an Agreement for the purchase of licenses and services for a police records management system (hereinafter “Original Agreement”); and
- B. WHEREAS, on December 7, 2015, Customer and SunGard Public Sector LLC entered into a First Amendment to the Original Agreement (hereinafter “First Amendment”);
- C. WHEREAS, on May 19, 2016, Customer and SunGard Public Sector LLC entered into a Second Amendment to the Original Agreement (hereinafter “Second Amendment”);
- D. WHEREAS, on September 6, 2016, Customer and SunGard Public Sector LLC entered into a Third Amendment to the Original Agreement (hereinafter “Third Amendment”);
- E. WHEREAS, on February 1, 2017, Ramundsen Public Sector acquired SunGard and became SunGard’s successor in interest;
- F. WHEREAS, on April 20, 2017, Ramundsen Public Sector LLC, as successor to SunGard Public Sector and Customer entered into a Fourth Amendment to the Original Agreement (hereinafter “Fourth Amendment”);
- G. WHEREAS, on April 26, 2017, Ramundsen Public Sector LLC changed its name to Superior, LLC; and
- H. WHEREAS, on December 7, 2017, Customer and Superior, LLC entered into a Fifth Amendment to the Original Agreement (hereinafter “Fifth Amendment.”)
- I. WHEREAS, Superior and Customer desire to formally amend the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment with this Sixth Amendment (hereinafter “Sixth Amendment”) and desire to be bound by the terms contained in the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and those contained in this Sixth Amendment to the Original Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed that the said Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment be amended, as follows:

1. Amendments.

- a. The Section of Exhibit 1 to the Original Agreement that pertains to Pay Agency Products HWR-MUG-PKG Mugshot Capture Workstations Package shall be changed to reduce the quantity from 2 to 1 and to reduce the price from \$5,222.00 to \$2,611.00. Superior shall refund or credit Customer's account in the amount of \$2,611.00. Customer shall have no obligation to pay any remaining balance, if any, that may be due on the terminated product. As a result of this change, Customer shall only pay the annual maintenance fees attributed to the one license.
- b. Exhibit 1 to the Third Amendment shall be amended to remove the following tools, maintenance, installation and training.

<u>Product Code</u>	<u>Product Name</u>	<u>Quantity</u>	<u>Est Price</u>	<u>Maintenance</u>
OSSC-EXTSET	ONESolution	1	\$25,000.00	\$4,000.00
	State Connect			
	Extended Set			

Installation \$2,800.00 Training \$1,280.00

Superior shall refund or credit Customer's account in the amount of \$19,024.80. Customer shall have no obligation to pay any remaining balance, if any, that may be due on the terminated product, tool, maintenance, installation, and/or training. As a result of this change, Superior shall reduce Customer's annual maintenance fees and no longer invoice Customer for maintenance of this product.

- c. The Parties hereby ratify and further agree to the following changes:
 - i. Maintenance on the Accident Module (\$6,712.00) will hereby be discontinued and removed from the contract. Customer shall have no obligation to pay any remaining balance, if any, that may be due on the terminated product, tool, maintenance, installation, and/or training.
 - ii. Maintenance on the Professional Standards (Internal Affairs) Module (\$1,408.00) will hereby be discontinued and removed from the contract. Customer shall have no obligation to pay any remaining balance, if any, that may be due on the terminated product, tool, maintenance, installation, and/or training.
 - iii. Maintenance on the Canine Tracking Module (\$768.00) will hereby be discontinued and removed from the contract. Customer shall have no obligation to pay any remaining balance, if any, that may be due on the terminated product, tool, maintenance, installation, and/or training.
 - iv. Maintenance on the Training Module (\$1,152.00) will hereby be discontinued and removed from the contract. Customer shall have no obligation to pay any remaining balance, if any, that may be due on the terminated product, tool, maintenance, installation, and/or training.
 - v. Maintenance on the Parking Module (\$1,970.00) will hereby be discontinued and removed from the contract. Customer shall have no obligation to pay any remaining balance, if any, that may be due on the terminated product, tool, maintenance, installation, and/or training.

- vi. Maintenance on the Quartermaster Module (\$1,504) will hereby be discontinued and removed from the contract. Customer shall have no obligation to pay any remaining balance, if any, that may be due on the terminated product, tool, maintenance, installation, and/or training.
- vii. Maintenance on the Crime Analysis Plus (\$912) will hereby be discontinued and removed from the contract. Customer shall have no obligation to pay any remaining balance, if any, that may be due on the terminated product, tool, maintenance, installation, and/or training.

d. The Agreement is amended and modified as follows:

- i. Page 17 of 50 under Services Notes section 1, the following shall be removed:

Costs for Services shall not exceed Five Hundred Fifteen Thousand Four Hundred and Ten Dollars (\$515,410.00). This price is a "not to exceed" amount based on the Services selected by Customer at the time of the execution of this Agreement. The amount listed above will change if additional services are necessitated by changes to the scope of the project, or if Customer chooses additional services, software, or hardware following the execution of this Agreement, or if Customer otherwise fails to cooperate with SunGard Public Sector and/or perform its responsibilities as reasonable required through the course of the project.

- ii. The following shall be added:

Costs for Services shall not exceed Five Hundred Fifty-One Thousand Seventy Dollars (\$551,070.00). This price is a "not to exceed" amount based on the Services selected by Customer at the time of the execution of this Agreement. The amount listed above will change if additional services are necessitated by changes to the scope of the project, or if Customer chooses additional services, software, or hardware following the execution of this Agreement, or if Customer otherwise fails to cooperate with SunGard Public Sector and/or perform its responsibilities as reasonable required through the course of the project.

- 2. ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Sixth Amendment, by the Fifth Amendment, by the Fourth Amendment, by the Third Amendment, by the Second Amendment, and by the First Amendment, all other terms of the Original Agreement entered into between the Parties shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Sixth Amendment to the Original Agreement, on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, City Manager



Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

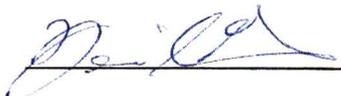
APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw 

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Matthew Lue, Director of Finance

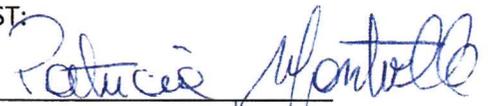
SUPERION LLC

By: _____


Name and Title: DANILO GARGUILO, SVP

Date: 1/6/2021

ATTEST:

By: 
PATRICIA MONTVILLE
Name and Title Admin Mgr