

Addendum B

ADDENDUM B

OMNIBUS AMENDMENT TO CONTRACTS

This ADDENDUM B is hereby entered into by and between the City of Columbia Police Department ("City") and CALEA and executed the same date hereof as follows. The City and CALEA are collectively referred to herein as the "Parties."

WHEREAS, contemporaneously herewith, the Parties are entering into the following agreements: The Accreditation Program for Law Enforcement Accreditation Agreement, Publications Subscription and Access Agreement and Addendum A. All of said agreements are collectively referred to herein as the "Agreements."

WHEREAS, the Parties desire to amend the Agreements in certain respects, and the execution and delivery of this Amendment B by both Parties is a condition precedent to the effectiveness of the Agreements.

WHEREAS, the Parties desire that, to the extent of any conflict or inconsistency between this Amendment and the Agreements, this Amendment shall govern and supersede the Agreements. The Parties further agree that nothing in the Agreements shall be construed to be a waiver of sovereign immunity.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein and in the Agreements, the Parties agree as follows:

- I. The Accreditation Program for Law Enforcement Accreditation Agreement is amended as follows:
 1. A new Section 6.5 is added, which reads as follows: "6.5 All obligations of the City under this Agreement which require the expenditure of funds are conditional upon the availability of funds budgeted and appropriated for that purpose. Total payment under this agreement shall not exceed \$30,000."

2. A new Section 12.2 is added, which reads as follows: "12.2 Nothing in this agreement shall be construed to supersede, conflict with or otherwise defeat any provision of the Missouri Revised Statutes Chapter 610 Governmental Bodies and Records (Missouri Sunshine Law). In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law."

2. The Publications Subscription and Access Agreement is amended as follows:

1. Section XIII Warranties: The first sentence remains. The remainder of the section (the second, third and fourth sentences) is deleted.
2. Section XV Indemnities. This section is struck in its entirety.
3. Section XXI Governing Law. "Virginia" is struck and replaced with "Missouri."
4. Addendum A Section 8. This section is struck in its entirety.
5. Addendum A Section 10. "Florida" is struck and replaced with "Missouri" and "Orange County, Florida" is struck and replaced with "Boone County, Missouri."

IN WITNESS WHEREOF, the Agency and CALEA have caused this Addendum to be executed as of the dates set out below.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Michele Nix, Director of Finance

**COMMISSION ON ACCREDITATION for
LAW ENFORCEMENT AGENCIES, INC.**

By: _____
Executive Director

Date: _____

ATTEST:

By: _____