

ITEM # 18-0049

RENEWAL ADDENDUM NO. 3
JD EDWARDS MAINTENANCE SUPPORT

SPINNAKER
SUPPORT 

This Renewal Addendum No. 3 (this "**Addendum**") is dated August 4, 2017 (the "**Addendum Effective Date**") and is entered into between Spinnaker Support LLC ("**Spinnaker**") and City of Santa Fe ("**Customer**") for the purpose of extending that certain Statement of Work No. 1 (as previously renewed) (the "**Statement of Work**") which is a part of the Master Services Agreement between Spinnaker and Customer dated September 1, 2014 (the "**Agreement**"). The parties agree as follows:

1. **RENEWAL**

1.1 Renewal Term. The term of the Statement of Work is hereby renewed for a period of twelve (12) months beginning on September 1, 2017 and expiring at 11:59 PM MST on August 31, 2018. Thereafter the Statement of Work shall automatically renew for additional periods of twelve (12) months each unless a party provides the other with written notice of its intent not to renew the Statement of Work at least sixty (60) days prior to the end of the then-current renewal period. Each renewal period is referred to as a "**Renewal Term**". In the event the Agreement, as written immediately prior to the Addendum Effective Date, does not automatically continue through each Renewal Term, the term of the Agreement shall also be extended through the expiration of each Renewal Term, unless the Agreement and the Statement of Work are terminated earlier in accordance with their terms.

1.2 Fees. The fees for services under the Statement of Work during the first Renewal Term under this Addendum shall be equal to \$49,995.00 USD year and shall be invoiced and paid in accordance with the Agreement. The fees for each subsequent Renewal Term shall be equal the fees for the immediately preceding Renewal Term plus the percentage increase (if any) permitted under the Statement of Work.

1.3 Additional Terms. Customer hereby authorizes Spinnaker to: (a) create a press release indicating that the parties have entered extended the services performed by Spinnaker, (b) use Customer's business name and logo in written materials identifying Spinnaker's customers, or other marketing materials describing the nature of Spinnaker services performed for Customer, and (c) use Customer personnel, as reasonably requested and available, to participate in reference discussions with prospective customers of Spinnaker.

2. **CONSTRUCTION.** Capitalized terms used in this Addendum which are not defined in this Addendum will have the respective meanings ascribed to them in the Agreement and the Statement of Work (as applicable). All references to the term "Agreement" in the Agreement and the Statement of Work will be deemed to include all of the terms and conditions of this Addendum.

3. **COUNTERPARTS.** This Addendum may be executed in counterparts by each party and delivered by electronic transmission, and such execution and delivery shall be legally binding on the parties to the same extent as if original signatures in ink were delivered in person.

4. **REAFFIRMATION.** The parties hereby reaffirm their acknowledgements, agreements and obligations under the Agreement.

5. **NO OTHER AMENDMENTS.** Except as herein set forth, the Agreement and the Statement of Work have not been modified and, as amended by this Addendum, remain of full force and effect. To the extent there are any inconsistencies or ambiguities between the specific subject matter of this Addendum and the Agreement and/or the Statement of Work, the terms of this Addendum shall supersede and prevail. This Addendum supersedes all prior arrangements and understandings between the parties, both written and oral, with respect to its subject matter.

The duly authorized representatives of Spinnaker and Customer have executed this Addendum as of the Addendum Effective Date.

CITY OF SANTA FE

Signed: _____
Printed: _____
Title: _____
Date: _____

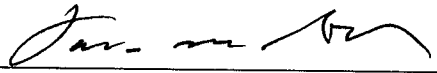
SPINNAKER SUPPORT LLC

Signed: _____
Printed: _____
Title: _____
Date: _____


Signatures on next page

The duly authorized representatives of Spinnaker and Customer have executed this Addendum as of the Addendum Effective Date.

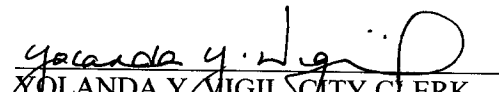
CITY OF SANTA FE

Signed: 
Printed: Javier M. Gonzales
Title: Mayor
Date: 1/22/18

SPINNAKER SUPPORT, LLC

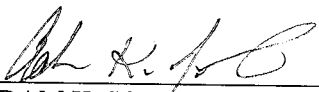

Signed: 
Printed: Kurt Moyde V
Title: VP
Date: 11/28/2017
CRS# 03300738001
Business License# 17 00128376

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc Mts. 1/10/18
APPROVED AS TO FORM:

 10/6
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 1/22/18
ADAM K. JOHNSON, FINANCE DIRECTOR 

Business Unit/ Line Item 62252-530710