

**SUPERION, LLC SUPPORT SERVICES AGREEMENT  
CONTRACT NO. SFPD-2302LG-180033**

This Superion, LLC Support Services Agreement ("Agreement") is entered into by and between **Superion, LLC**,  
(**Superion**) with its principal place of business at: 1000 Business Center Drive, Lake Mary, Florida 32746;

and

**City of Santa Fe Police Department  
(Customer),**

with its principal place of business at  
2651 Siringo Road  
Santa Fe, NM 87505

1.

Application	Qty	Annual Term 7/1/18 - 6/30/19
GTG Looking Glass Crimes	5	\$ 3,181.70
Qrep End User	2	797.52
Qrep Administrator	1	398.76
Qrep End User	1	398.76
Tax (Type - MA)	1	244.81
<b>Total</b>		<b>\$ 5,021.55</b>
Application	Qty	Annual Term 7/1/18 - 6/30/19
Retrofit Modification Option	1	\$ -
State Interface - CAD400	1	4,549.13
PDSI TeleStaff Interface to FIRES	1	1,868.74
Mobile Data Browser Client - MB (27 Units)	27	6,813.36
False Alarm Billing - CAD400	1	1,936.95
Message Switch	1	18,849.84
Mobile Data Browser Client	50	12,617.33
MOBILE DATA BROWSER (CAD IV OR CAD V)	6	1,554.97
Crimes I/F to Full Court (3p vendor)	1	4,126.49
Generic Crimes Incident Import Interface	1	3,045.00
Tax (Type - MA)	1	2,837.29
<b>Total</b>		<b>\$ 58,199.10</b>

2. **TERM.** The Term of this Agreement shall be as stated above ("Initial Term"). Superion will invoice Customer when the Support Services Fees are due.

3. **SUPPORT SERVICES.** For so long as Customer has purchased Support Services and is current in its payments to Superion, Customer shall be entitled to receive, and Superion agrees to provide, the following services which are hereinafter referred to as "Support Services" for the Licensed Programs listed in Paragraph 1 hereof:

3.1 **Program Fix Service.** Customer shall promptly report to Superion any errors or defects in the Licensed Program's which prevents the Licensed Programs from operating substantially in accordance with their documentation and shall further provide such information as may be required by Superion to replicate such errors or defects. Customer agrees to provide dial-in access to Customer's computer in order for Superion to

investigate reported errors or defects. Superion will address any such replicable errors or defects with an effort commensurate with their severity and will deliver to Customer a remedial release or workaround as it becomes available. In the event the problem Customer reported as an error or defect was in fact not in the Licensed Programs, then Customer shall pay Superion, at Superion's then current list price therefore, for time spent as a result of Customer's report.

3.2 **Software Upgrades and Updates.** Customer shall receive, at no additional cost, upgrades and updates to the Licensed Programs which are generally made available at no cost by Superion to customers who have purchased Support Services. Customer shall receive one original of any upgrade or update to the Licensed Programs delivered hereunder in electronic form or on media, according to the general form of distribution implemented by Superion. Customer agrees that any upgrades or updates provided by Superion shall be held by Customer upon all of the terms and shall be subject to all of the conditions contained in the license agreement granting Customer the right to use the Licensed Programs.

3.3 **Telephone Support.** Superion shall make available a toll free telephone support line, twenty-four (24) hours a day, seven (7) days per week, for use by Customer's representatives who shall have received training on the Licensed Programs and who shall be relatively proficient in the operation of the Licensed Programs.

3.4 **Exclusions.** Support Services do not include on-site services nor Licensed Programs that are not at the latest release level or the level immediately prior to the latest release, or for which Customer has not installed all distributed corrective code, or Licensed Programs that have been modified or customized, or that have been damaged by negligence, misuse, use with inappropriate software or equipment or by other external causes.

#### 4. **SUPPORT SERVICES FEES.**

4.1 Support Services Fees for the Initial Term hereof are as provided in Paragraph 1, and are due and payable upon execution of this Agreement.

4.2 Support Services Fees stated herein do not include sales (or equivalent) taxes. Taxes due, if any, will be added to Customer's invoice.

4.3 Support Services Fees are not refundable in whole or in part, except in the event of Customer's termination for cause.

5. **WARRANTIES AND REMEDIES.** Superion warrants that the Support Services provided under this Agreement shall be performed professionally, in a workmanlike manner and by employees with appropriate skills and expertise. Except as provided in this paragraph, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN THE EVENT SUPERION BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 6 BELOW.

6. **TERMINATION.** This Agreement may be terminated as follows:

6.1 By Superion, if Customer fails to pay Support Services Fees on or before the due date, then this Agreement shall terminate if non-payment continues for more than ten (10) days after receipt of notice in writing from Superion to Customer of such non-payment setting forth the sum then due and how such sum was determined.

6.2 Except as provided in Paragraph 6.2 hereof, by the non-breaching party, in the event this Agreement is breached by a party and that party fails to cure the breach within thirty (30) days after having been given written notice thereof.

6.3 If Customer terminates this Agreement and subsequently desires to reinstate Support Services, Superion's then-current policy with regard to reinstatement shall apply.

7. **GENERAL TERMS. Choice of Law/Dispute Resolution.** This Agreement shall be governed by laws of the State of New Mexico. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and/or federal courts in or for Santa Fe, New Mexico for resolution of all disputes in connection with this Agreement.

**Binding Agreement.** The individual signing this Agreement for Customer warrants that he/she has been duly authorized to bind Customer to all rights, duties, remedies, obligations and responsibilities hereunder and that the Agreement is a valid and binding obligation of Customer.

**Assignment.** This Agreement and the rights, title, and interest herein, may not be assigned or transferred by Customer without the prior written consent of Superion, which consent may be withheld. Superion may assign its rights, title and interest herein by providing prior written notice to Customer.

**Successors Bound.** The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and permitted assigns of Customer and Superion.

**Force Majeure.** Neither party shall be held responsible for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control.

**Severability.** If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Notices.** Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Agreement or to such other address as either party shall from time to time indicate in writing. Any notice given pursuant to this paragraph shall be deemed given when received or five (5) calendar days from the date of the mailing, whichever occurs first.

**Headings.** Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms hereof.

**Non-Hiring Statement.** During the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement, the Customer may not offer to hire or in any way employ or compensate any of the employees of Superion or persons who have been employed by Superion within the immediate past twenty-four (24) months without prior written consent of Superion.

**Non-waiver.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

**Third Party Product Maintenance.** Third party hardware/software maintenance will be provided by the third party hardware and software manufacturer(s). Contractor makes no representations as to expected performance, suitability, or the satisfaction of City's requirements with respect to the hardware or other third party products specified in this Agreement.

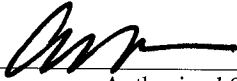
**Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to Support Services, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein. This Agreement supersedes all

previous communications, representations or agreements, either written or oral, between the parties. This Agreement may not be modified or supplemented in any way except by written agreement signed by persons authorized to sign agreements on behalf of Customer and of Superion. Preprinted conditions which vary from the terms and conditions herein, and which are contained in any purchase order or other document submitted hereafter by Customer, are of no force or effect.

The parties, each acting with due authority, have executed this Agreement by setting forth their respective signatures:

CITY OF SANTA FE POLICE DEPARTMENT, NM

SUPERION, LLC



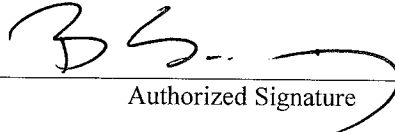
Authorized Signature

Alan Webber, Mayor

Print Name & Title

11/9/2018

Date



Authorized Signature

Brad Surminsky, CFO

Print Name & Title

July 9, 2018

Date

# CONTRACT# SFPD-2302LG-180033

## CITY OF SANTA FE ADDENDUM SUPERION

### INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors. Contractor's liability in connection with this agreement shall not exceed the amount paid by City ~~in the twelve (12) months preceding the claim.~~



### NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

### APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. City certifies that it has funds appropriated for this agreement and that it will not ask for or accept products or services for which funds have not been appropriated.

### THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES  
AND SUBCONTRACTORS

A. Contractor and its agents and employees are independent Contractors performing professional services for the CITY and are not employees of the CITY. CONTRACTOR, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of CITY vehicles, or any other benefits afforded to employees of the CITY as a result of this Agreement.

B. CONTRACTOR shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. Contractor shall comply with CITY's Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. Any merger, acquisition, consolidation, or reorganization involving a party will not be deemed to be an assignment for the purposes of this section.

RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, shall have ninety (90) days to bring any claims under this agreement. After ninety (90) days if contractor has not brought any claims, it releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, Commercial general liability insurance covering

bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount of \$1 million dollars per occurrence and \$2 million dollars aggregate which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is included as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

#### RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

#### APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

#### AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in

writing executed by the parties hereto.

NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

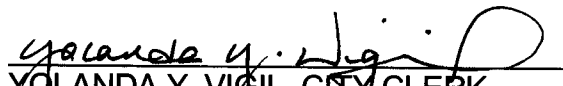
CONTRACTOR:  
SUPERION, LLC



Business Registration 18-00144498

CRS No. 03-377-523-00-0

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
cc mtg. 10/31/18

APPROVED AS TO FORM:

  
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

  
MARY MCCOY, FINANCE DIRECTOR

62252.530710.VARIOUS SUB CODES  
62252.510310/520400.various sub codes  
Business Unit/Line Item





## Add-On Quote

**Quote Prepared For:**

Jose ( Rene) Roque, Jr., IT Project Manager  
Santa Fe ISD Police Department  
2651 Siringo Road  
Santa Fe, NM, 87505  
(505) 955-3109

Date: 08/13/18

Quote Number: Q-00003183

Valid Until:

08/31/18

**Quote Prepared By:**

Ron Jacobs, Account Executive - Install  
Superion  
1000 Business Center Dr.  
Lake Mary, FL 32746  
Phone: (407) 304-3418 Fax:  
[ronald.jacobs@superion.com](mailto:ronald.jacobs@superion.com)

Thank you for your interest in Superion and our software and services solutions. Please review the below quote and feel free to contact Ron Jacobs with any questions.

**License Fees & Maintenance****Product Name**

NaviLine XML Import CRIMES Accident  
NaviLine XML Import CRIMES Citation  
NaviLine XML Import CRIMES Incident

Quantity	License Fee	Maintenance
1	\$13,500.00	\$2,160.00
1	\$9,025.00	\$1,444.00
1	\$14,500.00	\$2,320.00
<b>Total</b>		<b>\$37,025.00</b>
		<b>\$5,924.00</b>

**Professional Services****Installation & Configuration****Product Name**

NaviLine All Other PS Installation

**Amount**

\$4,200.00

**Total**

**\$4,200.00**

**Total Professional Services**

**\$4,200.00**

**Summary**

**Product/Service**

**Amount**



License Fees  
Professional Services

\$37,025.00

\$4,200.00

**Subtotal**

**\$41,225.00**

**Total**

**\$41,225.00**

Net Maintenance

\$5,924.00

**See Product notes in the Additional Information Section**

**Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Superior Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which Superior is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time Superior receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. In no event will the term exceed the limits outlined in New Mexico Statute Section 13-1-150.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by Superior will renew automatically at then-prevailing rates until such time Superior receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.



**Additional Terms:**

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by Superion and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses may be in addition to the prices quoted above and shall be governed by the Superion Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which Superion delivers, F.O.B. Superion's place of shipment, the Component Systems to Customer.

The Superion application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by Superion to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). Superion makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, Superion reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to Superion at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Superion's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses



Jose ( Rene) Roque, Jr., IT Project Manager  
Santa Fe ISD Police Department

Authorized Signature: 

Printed Name: Alan Webber

Date: 11/16/2018

Additional Information Section  
Product Notes: