

**SUPERION, LLC SUPPORT SERVICES AGREEMENT
CONTRACT NO. SAFE-2259LG- 170078**

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

and
**County of Santa Fe
(Customer),**
with its principal place of business at
102 Grant Street
Santa Fe, NM 87504

I.

		Initial Quarterly Term	Initial Annual Term
	Qty	7/1/17-6/30/18	7/1/17-6/30/18
Retrofit Modification Option	34	\$ 937.13	\$ 3,748.50
Click2Gov -Employee Self Service Module	1	\$ 830.21	\$ 3,320.86
Click2Gov Core Module	1	\$ 450.07	\$ 1,800.29
Human Resources	1	\$ 1,301.57	\$ 5,206.28
QRep Administrator	1	\$ 93.96	\$ 375.86
QRep Catalogs for HR DEMAND	1	\$ 94.28	\$ 377.12
NAVI-Accounts Receivable	1	\$ 909.28	\$ 3,637.12
NAVI - Cash Receipts	1	\$ 583.88	\$ 2,335.54
NAVI-Code Enforcement	1	\$ 466.81	\$ 1,867.24
NAVI - GMBA w/Extended Reporting	1	\$ 2,516.49	\$ 10,065.97
Naviline-Land/Parcel Management	1	\$ 960.98	\$ 3,843.92
NAVI-Payroll/Personnel	1	\$ 1,519.02	\$ 6,076.10
NAVI - Planning/Engineering	1	\$ 2,939.20	\$ 11,756.81
NAVI-PURCHASING INVENTORY	1	\$ 1,505.33	\$ 6,021.33
NAVI - Tax Billing	1	\$ 7,943.27	\$ 31,773.08
Time and Attendance Interface -	1	\$ 582.36	\$ 2,329.45
Naviline - Asset Management I	1	\$ 599.09	\$ 2,396.35
NAVI-DMS - Document Management Services	1	\$ 308.67	\$ 1,234.67
Lockbox - Banks, payment collection, etc.	1	\$ 149.12	\$ 596.48
Total		\$ 24,690.74	\$ 98,762.96

		Initial Quarterly Term	Initial Annual Term
Application	Qty	7/1/17-6/30/18	7/1/17-6/30/18
Multi Agency or Jurisdictional CRIMES	1	\$ 407.23	\$ 1,628.93
FIELD INCIDENT REPORTING	25	\$ 1,572.64	\$ 6,290.55
Field Reporting Server Upgrade	1	\$ 1,716.66	\$ 6,866.62
FIELD INCIDENT REPORTING	50	\$ 3,145.28	\$ 12,581.10
FIELD INCIDENT REPORTING	25	\$ 1,512.26	\$ 6,049.05
Total		\$ 8,354.06	\$ 33,416.25

		Initial Annual Term
Application	Qty	10/1/17-9/30/18
Blended Web Learning Plan - NavLine	1	\$ 8,300.00
Total		\$ 8,300.00

2. **TERM.** The Initial Term of this Agreement shall be July 1, 2017 through September 30, 2018 (“Initial Term”). Following the Initial Term, this Agreement can be renewed for successive one (1) year terms by payment of the then-current Quarterly Support Services Fee. 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 therefor, 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 listed in Section 1 are quarterly fees and will be billed quarterly in arrears. Payment terms are net 30 days. Customer agrees that should Support Services Fees not be paid timely Superion may bill late fees equal to one and one half (1.5%) percent per month on the unpaid balance.
- 4.2 Support Services Fees for Renewal Terms shall be billed quarterly in arrears and are subject to change upon each renewal date. Payment terms are net 30 days. Customer agrees that should Support Services Fees not be paid timely Superion may bill late fees equal to one and one half (1.5%) percent per month on the unpaid balance.
- 4.3 Support Services Fees stated herein do not include sales (or equivalent) taxes. Taxes due, if any, will be added to Customer’s invoice.
- 4.4 Support Services Fees are not refundable in whole or in part, except in the event of Customer’s termination for cause as provided in Paragraph 9.3 hereof.
5. **MODIFICATION MAINTENANCE SERVICES.** For so long as Customer has purchased Modification Maintenance Services and is current in its payments to Superion under this Agreement, Customer shall be entitled to receive, and Superion agrees to provide, the following service:

5.1 Modified Program Compatibility. For each non Licensed Program in library Superior MOD that was written by Superior or any Licensed Program that has had custom modifications performed by Superior at the customer's request, Superior will perform all necessary programming to ensure that the program is compatible with each new software release, version, or Program Temporary Fix made available by Superior.

6. MODIFICATION MAINTENANCE FEES.

6.1 Modification Maintenance Fees are determined on an annual basis. This determination is based upon the number of modified programs prior to each renewal period multiplied by the then current rate charged per program.

6.2 Modification Maintenance Fees are not refundable in whole or in part.

7. WARRANTIES AND REMEDIES. Superior 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 HTE BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 9 BELOW.

8. LIMITATION OF LIABILITY. Superior's liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement, shall not exceed the Support Services Fees paid for the Initial Term or Renewal Term then in effect. In no event shall Superior be liable for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Agreement.

9. TERMINATION. This Agreement may be terminated as follows:

9.1 Upon Customer's failure to renew this Agreement at the expiration of the Initial Term or any Renewal Term.

9.2 By Superior, 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 Superior to Customer of such non-payment setting forth the sum then due and how such sum was determined.

9.3 Except as provided in Paragraph 9.2 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.

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

10. 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 of New Mexico for resolution of all disputes in connection with this Agreement.

11. APPROPRIATION OF FUNDS.

Customer believes that sufficient funds can be obtained to pay all amounts due to Superior throughout the term of this Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified in this Schedule A. Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from Superior the licenses and services set forth in this Schedule A.

In the event sufficient funds are not appropriated, budgeted or are otherwise legally unavailable, Customer shall immediately notify Superior in writing of such occurrence and Superior will respond with an amendment that this Agreement, or the appropriate executory portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible to pay a) for any services delivered by Superior prior to the notice and b: for all software which has been delivered and accepted. Superior shall not be obligated to provide any services for which payment has not been appropriated.

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.

Date

Santa Fe County Attorney

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.

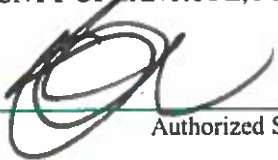
Non-Hiring Statement. During the term of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement, the Customer may not offer to hire or in any way employ or compensate any of the employees of Superion or persons who have been employed by Superion within the 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.

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:

COUNTY OF SANTA FE, NM



 Authorized Signature

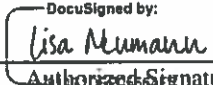
TONY FLORES DEPUTY COUNTY

 Print Name & Title **MAYOR**

9.6.17

 Date

SUPERION, LLC

DocuSigned by:



 Authorized Signature

Lisa Neumann Controller

 Print Name & Title

8/18/2017

 Date

Approved as form
 Santa Fe County Attorney
 By: 
 Date: **8-22-17**

Reviewed and Approved
 for SIGNATURE
 Don Moye  Date **9-5-17**

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND SUPERION, LLC**

THIS AMENDMENT is made and entered into this 27th day of September 2018, by and between **Santa Fe County**, hereinafter "County," and **Superion, LLC**, hereinafter "Contractor".

WHEREAS, on September 6, 2017 the County and Contractor entered into Agreement No. 2018-0077-IT/IC, *Superion Contract No. SAFE-2259LG-170078* (the Agreement) with an initial term of one year; and

WHEREAS, according to Article 2 (Term) of the Agreement, the initial term is due to expire September 30, 2018, and the County wishes to continue to benefit from Contractor's services; and

WHEREAS, according to Article 2 (Term) the term of the Agreement may be renewed for successive one-year terms; and

WHEREAS, by this Amendment No. 1, the parties wish to amend the Agreement to extend or renew the term of the Agreement for one year from September 30, 2018 to September 30, 2019, and to incorporate into the Agreement certain additional services or applications to be provided by the Contractor for a \$191,868.42 increase and that are described in the attached *Superion, LLC Support Services Agreement Contract No. SAFE-2259LG-180036*; and

WHEREAS, both parties wish to enter into this Amendment.

NOW THEREFORE, THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. Article 2 (Term) of the *Superion, LLC Support Services Agreement Contract No. SAFE-2259LG-170078* is modified by inserting a subpart A to read:

A. By Amendment No. 1, the term of this Agreement is renewed or extended for one year from September 30, 2018 to September 30, 2019.

2. The Agreement is further amended by incorporating the services described in the attached *Superion, LLC Support Services Agreement Contract No. SAFE-2259LG-180036*.

3. With this Amendment No. 1 the total compensation payable to the Contractor for services provided is **\$332,347.63**.

4. All other provisions of the Agreement not amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties hereto.

SANTA FE COUNTY:

Anna Hansen
Anna Hansen, Chair
Santa Fe County Board of County Commissioners



ATTESTATION:

Geraldine Salazar 9-27-2018
Geraldine Salazar Date
Santa Fe County Clerk

Approved as to form:

R. Bruce Frederick 9-13-18
R. Bruce Frederick Date
Santa Fe County Attorney

Finance Department:

Stephanie S. Clarke 9/13/18
Stephanie S. Clarke Date
Finance Director

CONTRACTOR – SUPERION, LLC:

(Signature) Date

By: _____
(Print name and title)

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties hereto.

SANTA FE COUNTY:

Anna Hansen, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to form:



R. Bruce Frederick
Santa Fe County Attorney

9-13-18
Date

Finance Department:



Stephanie S. Clarke
Finance Director

9/13/18
Date

CONTRACTOR – SUPERION, LLC:

DocuSigned by:


81171DEF05504F5
(Signature) 9/25/2018
Date

By: Lisa Neumann Controller
(Print name and title)

**SUPERION, LLC SUPPORT SERVICES AGREEMENT
CONTRACT NO. SAFE-2259LG- 180036**

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

and
**County of Santa Fe
(Customer),**
with its principal place of business at
102 Grant Street
Santa Fe, NM 87504

I.

Application	Qty	Annl		Qtly	
		7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19
Retrofit Modification Option	34	\$	3,748.50	\$	937.13
Click2Gov -Employee Self Service Module	1	\$	3,486.88	\$	871.72
Click2Gov Core Module	1	\$	1,890.29	\$	472.57
Human Resources	1	\$	5,466.59	\$	1,366.65
QRep Administrator	1	\$	394.63	\$	98.66
QRep Catalogs for HR DEMAND	1	\$	395.98	\$	98.99
NAVI-Accounts Receivable	1	\$	3,818.98	\$	954.74
NAVI- Cash Receipts	1	\$	2,452.30	\$	613.07
NAVI-Code Enforcement	1	\$	1,960.60	\$	490.15
NAVI- GMBA w/Extended Reporting	1	\$	10,569.26	\$	2,642.31
Naviline-Land/Parcel Management	1	\$	4,036.12	\$	1,009.03
NAVI-Payroll/Personnel	1	\$	6,379.88	\$	1,594.97
NAVI- Planning/Engineering	1	\$	12,344.64	\$	3,086.16
NAVI-PURCHASING INVENTORY	1	\$	6,322.39	\$	1,580.60
NAVI- Tax Billing	1	\$	33,361.73	\$	8,340.43
Time and Attendance Interface -	1	\$	2,445.91	\$	611.48
Naviline - Asset Management I	1	\$	2,516.18	\$	629.04
NAVI-DMS - Document Management Services	1	\$	1,296.41	\$	324.10
Lockbox - Banks, payment collection, etc.	1	\$	626.30	\$	156.58
Naviline Click2Gov3 - Customer Information System Module	1	\$	411.52	\$	102.88
Naviline Click2Gov3 - Accounts Receivable and Loans Modue	1	\$	398.08	\$	99.52
QRep Catalogs-CX	1	\$	300.00	\$	75.00
Naviline CIS Handheld Interface	1	\$	832.00	\$	208.00
NAVI - Customer Information Systems	1	\$	4,964.80	\$	1,241.20
Total		\$	110,419.98	\$	27,604.99

Application	Qty	Annl		Qtly	
		7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19
Multi Agency or Jurisdictional CRIMES	1	\$	1,710.37	\$	427.59
FIELD INCIDENT REPORTING	25	\$	6,605.55	\$	1,651.39
Field Reporting Server Upgrade	1	\$	7,209.97	\$	1,802.49
FIELD INCIDENT REPORTING	50	\$	13,211.10	\$	3,302.78
FIELD INCIDENT REPORTING	25	\$	6,351.45	\$	1,587.86
Total		\$	35,088.44	\$	8,772.11

Application	Qty	Annl	
		10/1/18-9/30/19	10/1/18-9/30/19
Blended Web Learning Plan - Naviline	1	\$	8,300.00
Total		\$	8,300.00

Application	Qty	Annl	
			3/1/19-2/28/20
BenTek Personnel Import	1	\$	1,080.00
BenTek Payroll Audit	1	\$	1,080.00
BenTek Billing Module	1	\$	1,080.00
BenTek Payroll Export	1	\$	1,080.00
BenTek Benefits Administration Core	1	\$	30,240.00
Superion Fusion Proprietary	1	\$	3,500.00
Total		\$	38,060.00

Application	Qty	CXL	
			7/1/18-6/30/19
NaviLine Edge	1	\$	2,561.28
NaviLine Edge User Interface	1	\$	706.56
Total		\$	3,267.84

2. **TERM.** The Initial Term of this Agreement shall be as provided above ("Initial Term"). Following the Initial Term, this Agreement can be renewed for successive one (1) year terms by payment of the then-current Quarterly Support Services Fee. 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:
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- 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.**
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 - 9.2 By Superior, 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 Superior to Customer of such non-payment setting forth the sum then due and how such sum was determined.
 - 9.3 Except as provided in Paragraph 9.2 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.
 - 9.4 If Customer terminates this Agreement and subsequently desires to reinstate Support Services, Superior's then-current policy with regard to reinstatement shall apply.
10. **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 of New Mexico for resolution of all disputes in connection with this Agreement.

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Customer believes that sufficient funds can be obtained to pay all amounts due to Superior throughout the term of this Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified in this Schedule A. Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from Superior the licenses and services set forth in this Schedule A.

In the event sufficient funds are not appropriated, budgeted or are otherwise legally unavailable, Customer shall immediately notify Superior in writing of such occurrence and Superior will respond with an amendment that this Agreement, or the appropriate executory portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible to pay a) for any services delivered by Superior prior to the notice and b) for all software which has been delivered and accepted. Superior shall not be obligated to provide any services for which payment has not been appropriated.

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 Superior, which consent may be withheld. Superior 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 Superior.

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 twenty-four (24) 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 Superior or persons who have been employed by Superior within the immediate past twenty-four (24) months without prior written consent of Superior.

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.

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 Superior. 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:

COUNTY OF SANTA FE, NM

SUPERION, LLC

Anna Hansen
Authorized Signature

ANNA HANSEN, Chair
Print Name & Title

Sept. 25 2018
Date

DocuSigned by:
Lisa Neumann
Authorized Signature

Lisa Neumann, Controller
Print Name & Title

July 26, 2018
Date

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: 9/13/18

[Signature]
9/13/18
Finrice Dresta

ATTEST:
Geraldine Salazar
GERALDINE SALAZAR
COUNTY CLERK



**AMENDMENT NO. 2
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND SUPERION, LLC**

THIS AMENDMENT is made and entered into this 27th day of August 2019, by and between **Santa Fe County**, hereinafter "County," and **Superion, LLC**, hereinafter "Contractor".

WHEREAS, on September 6, 2017 the County and Contractor entered into Agreement No. 2018-0077-IT/IC, *Superion Contract No. SAFE-2259LG-170078* (the Agreement) with an initial term of one year; and

WHEREAS, according to Article 2 (Term) of the Agreement, the initial term is due to expire September 30, 2019, and the County wishes to continue to benefit from Contractor's services; and

WHEREAS, according to Article 2 (Term) the term of the Agreement may be renewed for successive one-year terms; and

WHEREAS, Amendment No. 1, extended the term of the Agreement for one year from September 30, 2018 to September 30, 2019, incorporated into the Agreement additional services or applications to be provided by the Contractor, and increased the compensation payable to the Contractor by the sum of \$191,868.42; and

WHEREAS, this Amendment No. 2, the parties wish to amend the Agreement to extend the term of the Agreement for one year to September 30, 2020, and to incorporate into the Agreement certain additional services or applications and the removal of others for a total increase of \$163,300.87 in compensation which are described in the attached *Superion, LLC Support Services Agreement Contract No. SAFE-2259LG-180036*; and

WHEREAS, both parties wish to enter into this Amendment.

NOW THEREFORE, THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. Article 2 (Term) of the *Superion, LLC Support Services Agreement Contract No. SAFE-2259LG-170078* is modified by inserting a subpart A to read:

A. By Amendment No. 2, the term of this Agreement is extended for one year from September 30, 2019 to September 30, 2020.

2. The Agreement is further amended by incorporating the services described in the attached *Superion, LLC Support Services Agreement Contract No. SAFE-2259LG-180036*. The BenTek Application in the sum of \$36,288.00 is removed as of March 1, 2020.

3. With this Amendment No. 2 the total compensation payable to the Contractor for services provided under the Agreement is **\$495,648.50**.

4. All other provisions of the Agreement not amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties hereto.

SANTA FE COUNTY:

Anna T. Hamilton

Anna T. Hamilton, Chair
Santa Fe County Board of County Commissioners



ATTESTATION:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk

8-27-2019
Date

Approved as to form:

R. Bruce Frederick
R. Bruce Frederick
Santa Fe County Attorney

8/14/19
Date

Finance Department:

Gary L.J. Giron
Gary L.J. Giron
Finance Director

08/15/19
Date

CONTRACTOR – SUPERION, LLC:

DocuSigned by:
Lisa Neumann
81171bEF05584F5
(Signature)

9/16/2019
Date

By: Lisa Neumann Controller
(Print name and title)

**SUPERION, LLC SUPPORT SERVICES AGREEMENT
CONTRACT NO. SAFE-2259LG-00015149 REN2019**

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

and
**County of Santa Fe
(Customer),**
with its principal place of business at
102 Grant Street
Santa Fe, NM 87504

1.

Application	Qty	Annual Term 7/1/19-6/30/20	Quarterly 7/1/19-6/30/20
Naviline Click2Gov3 - Accounts Receivable and Loans Module	1	\$ 432.10	\$ 108.02
Naviline CIS Händheld interface	1	\$ 873.60	\$ 218.40
NAVI - Customer Information Systems	1	\$ 5,213.04	\$ 1,303.26
Retrofit Modification Option	34	\$ 3,935.93	\$ 983.98
Click2Gov -Employee Self Service Module	1	\$ 3,661.23	\$ 915.31
Click2Gov Core Module	1	\$ 1,984.80	\$ 496.20
Human Resources	1	\$ 5,739.92	\$ 1,434.98
NAVI-Accounts Receivable	1	\$ 4,009.92	\$ 1,002.48
NAVI - Cash Receipts	1	\$ 2,574.91	\$ 643.73
NAVI-Code Enforcement	1	\$ 2,058.63	\$ 514.66
NAVI - GMBA w/Extended Reporting	1	\$ 11,097.72	\$ 2,774.43
Naviline-Land/Parcel Management	1	\$ 4,237.92	\$ 1,059.48
NAVI-Payroll/Personnel	1	\$ 6,698.88	\$ 1,674.72
NAVI - Planning/Engineering	1	\$ 12,961.87	\$ 3,240.47
NAVI-PURCHASING INVENTORY	1	\$ 6,638.51	\$ 1,659.63
NAVI - Tax Billing	1	\$ 35,029.82	\$ 8,757.46
Time and Attendance Interface -	1	\$ 2,568.21	\$ 642.05
Naviline - Asset Management I	1	\$ 2,641.99	\$ 660.50
NAVI-DMS - Document Management Services	1	\$ 1,361.23	\$ 340.31
Lockbox - Barks, payment collection, etc.	1	\$ 657.62	\$ 164.40
Naviline Click2Gov3 - Customer Information System Module	1	\$ 432.10	\$ 108.02
Total		\$ 114,809.95	\$ 28,702.49

Application	Qty	Annual Term 7/1/19-6/30/20	Quarterly 7/1/19-6/30/20
Multi Agency or Jurisdictional CRIMES	1	\$ 1,795.88	\$ 448.97
FIELD INCIDENT REPORTING	25	\$ 6,935.83	\$ 1,733.96
Field Reporting Server Upgrade	1	\$ 7,570.47	\$ 1,892.62
FIELD INCIDENT REPORTING	50	\$ 13,871.66	\$ 3,467.91
FIELD INCIDENT REPORTING	25	\$ 6,669.02	\$ 1,667.26
Total		\$ 36,842.86	\$ 9,210.71

Application	Qty	Annual Term 3/1/20-2/28/21
Superion Fusion Proprietary	1	\$ 3,858.75
Total		\$ 3,858.75

Application	Qty	Annual Term 3/1/19-2/28/20
BenTek Personnel Import	1	\$ 1,134.00
BenTek Payroll Audit	1	\$ 1,134.00
BenTek Billing Module	1	\$ 1,134.00
BenTek Payroll Export	1	\$ 1,134.00
BenTek Benefits Administration Core	1	\$ 31,752.00
Total PAID		\$ 36,288.00

Note: BenTek Applications shall be invoiced from Vendor effective March 1, 2020

2. The following shall be terminated effective September 30, 2019:

Application
Blended Web Learning Plan - NavLine

3. The following Annual Subscription shall be added with effective date of October 1, 2019:

Application (Q-00015149)	Qty	Annual Term 10/1/19-9/30/20
University eLearning Plan	1	\$ 7,789.31
Total		\$ 7,789.31

Superion University eLearning Plan provides:-Full access to eLearning created specifically for the products you purchase from Superion, Unlimited access for your users during your 12 month subscription period, Access to assessments for eLearning programs, Access to content for new releases.

4. **TERM.** The Initial Term of this Agreement shall be as provided above ("Initial Term"). Following the Initial Term, this Agreement can be renewed for successive one (1) year terms by payment of the then-current Quarterly Support Services Fee. Superion will invoice Customer when the Support Services Fees are due.
5. **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:
- 5.1 **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 therefor, for time spent as a result of Customer's report.
- 5.2 **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.
- 5.3 **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.
- 5.4 **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.

6. SUPPORT SERVICES FEES.

6.1 Support Services Fees listed in Section I are quarterly fees and will be billed quarterly in arrears. Payment terms are net 30 days. Customer agrees that should Support Services Fees not be paid timely Superion may bill late fees equal to one and one half (1.5%) percent per month on the unpaid balance.

6.2 Support Services Fees for Renewal Terms shall be billed quarterly in arrears and are subject to change upon each renewal date. Payment terms are net 30 days. Customer agrees that should Support Services Fees not be paid timely Superion may bill late fees equal to one and one half (1.5%) percent per month on the unpaid balance.

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

6.4 Support Services Fees are not refundable in whole or in part, except in the event of Customer's termination for cause as provided in Paragraph 9.3 hereof.

7. MODIFICATION MAINTENANCE SERVICES. For so long as Customer has purchased Modification Maintenance Services and is current in its payments to Superion under this Agreement, Customer shall be entitled to receive, and Superion agrees to provide, the following service:

7.1 Modified Program Compatibility. For each non Licensed Program in library Superion MOD that was written by Superion or any Licensed Program that has had custom modifications performed by Superion at the customer's request, Superion will perform all necessary programming to ensure that the program is compatible with each new software release, version, or Program Temporary Fix made available by Superion.

8. MODIFICATION MAINTENANCE FEES.

8.1 Modification Maintenance Fees are determined on an annual basis. This determination is based upon the number of modified programs prior to each renewal period multiplied by the then current rate charged per program.

8.2 Modification Maintenance Fees are not refundable in whole or in part.

9. 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 HTE BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 11 BELOW.

10. LIMITATION OF LIABILITY. Superion's liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement, shall not exceed the Support Services Fees paid for the Initial Term or Renewal Term then in effect. In no event shall Superion be liable for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Agreement.

11. TERMINATION. This Agreement may be terminated as follows:

11.1 Upon Customer's failure to renew this Agreement at the expiration of the Initial Term or any Renewal Term.

11.2 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.

11.3 Except as provided in Paragraph 11.2 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.

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

12. 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 of New Mexico for resolution of all disputes in connection with this Agreement.

13. APPROPRIATION OF FUNDS.

Customer believes that sufficient funds can be obtained to pay all amounts due to Superior throughout the term of this Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified in this Schedule A. Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from Superior the license and support services set forth in this Schedule A.

In the event sufficient funds are not appropriated, budgeted or are otherwise legally unavailable, Customer shall immediately notify Superior in writing of such occurrence and Superior will respond with an amendment that this Agreement, or the appropriate executory portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible to pay a) for any services delivered by Superior prior to the notice and b) for all software which has been delivered and accepted. Superior shall not be obligated to provide any services for which payment has not been appropriated.

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 Superior, which consent may be withheld. Superior 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 Superior.

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 twenty-four (24) 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 Superior or persons who have been employed by Superior within the immediate past twenty-four (24) months without prior written consent of Superior.

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.

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 Superior. 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:

COUNTY OF SANTA FE, NM

SUPERION, LLC

Anna T. Hamilton
Authorized Signature

DocuSigned by:
Lisa Neumann
Authorized Signature

Anna T. Hamilton, Chair of CC
Print Name & Title

Lisa Neumann
Print Name & Title

8/27/19
Date

August 13, 2019
Date

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: 8/14/19

[Signature] P.A. Orr 081519



ATTEST:

Geraldine Salazar
GERALDINE SALAZAR
COUNTY CLERK

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**SUPERION, LLC SUPPORT SERVICES AGREEMENT
CONTRACT NO. SAFE-2259LG-00015149 REN2020-2021**

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

and
County of Santa Fe
(Customer),
with its principal place of business at
102 Grant Street
Santa Fe, NM 87504

1. **TERM.** The Initial Term of this Agreement shall be as provided below ("Initial Term"). Following the Initial Term, this Agreement can be renewed for successive one (1) year terms by payment of the then-current Quarterly Support Services Fee. Superior will invoice Customer when the Support Services Fees are due.

Application	Qty	Initial Term Annual 7/1/20-6/30/21	Quarterly Fees for term 7/1/20-6/30/21
NavLine Click2Gov3 - Customer Information System Module	1	\$ 453.71	\$ 113.43
Retrofit Modification Option	34	\$ 3,400.00	\$ 850.00
Click2Gov -Employee Self Service Module	1	\$ 3,844.28	\$ 961.07
Click2Gov Core Module	1	\$ 2,084.04	\$ 521.01
Human Resources	1	\$ 6,026.92	\$ 1,506.73
NAVI-DMS - Document Management Services	1	\$ 1,429.29	\$ 357.32
Lockbox - Barks, payment collection, etc.	1	\$ 690.50	\$ 172.63
NAVI-Accounts Receivable	1	\$ 4,210.43	\$ 1,052.61
NAVI - Cash Receipts	1	\$ 2,703.87	\$ 675.92
NAVI-Code Enforcement	1	\$ 2,161.56	\$ 540.39
NAVI - GMBA w/Extended Reporting	1	\$ 11,652.61	\$ 2,913.15
Navline-Land/Parcel Management	1	\$ 4,449.83	\$ 1,112.46
NAVI-Payroll/Personnel	1	\$ 7,033.81	\$ 1,758.45
NAVI - Planning/Engineering	1	\$ 13,609.96	\$ 3,402.49
NAVI-PURCHASING INVENTORY	1	\$ 6,970.44	\$ 1,742.61
NAVI - Tax Billing	1	\$ 36,781.31	\$ 9,195.33
Time and Attendance Interface -	1	\$ 2,696.62	\$ 674.16
Navline - Asset Management I	1	\$ 2,774.09	\$ 693.52
NavLine Click2Gov3 - Accounts Receivable and Loans Modue	1	\$ 438.88	\$ 109.72
NavLine CIS Handheld Interface	1	\$ 917.28	\$ 229.32
NAVI - Customer Information Systems	1	\$ 5,473.69	\$ 1,368.42
Total		\$ 119,802.91	\$ 29,950.73

Application	Qty	Initial Term Annual 7/1/20-6/30/21	Quarterly Fees for term 7/1/20-6/30/21
FIELD INCIDENT REPORTING	25	\$ 7,282.57	\$ 1,820.64
Field Reporting Server Upgrade	1	\$ 7,948.99	\$ 1,987.25
FIELD INCIDENT REPORTING	50	\$ 14,565.13	\$ 3,641.28
FIELD INCIDENT REPORTING	25	\$ 7,002.53	\$ 1,750.63
Multi Agency or Jurisdictional CRIMES	1	\$ 1,885.67	\$ 471.42
Total		\$ 38,684.90	\$ 9,671.22

Application	Qty	Initial Term 3/1/20-2/28/21	Initial Term 3/1/21-2/28/22
Fusion Proprietary	1	\$ 3,858.75	\$ 4,051.69
Total		\$ 3,858.75	\$ 4,051.69

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

- 2.1 **Program Fix Service.** Customer shall promptly report to Superior 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 Superior to replicate such errors or defects. Customer agrees to provide dial-in access to Customer's computer in order for Superior to investigate reported errors or defects. Superior 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 Superior, at Superior's then current list price therefor, for time spent as a result of Customer's report.
 - 2.2 **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 Superior 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 Superior. Customer agrees that any upgrades or updates provided by Superior 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.
 - 2.3 **Telephone Support.** Superior 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.
 - 2.4 **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.
3. **SUPPORT SERVICES FEES.**
- 3.1 Support Services Fees listed in Section 1 are quarterly fees and will be billed quarterly in arrears. Payment terms are net 30 days. Customer agrees that should Support Services Fees not be paid timely Superior may bill late fees equal to one and one half (1.5%) percent per month on the unpaid balance.
 - 3.2 Support Services Fees for Renewal Terms shall be billed quarterly in arrears and are subject to change upon each renewal date. Payment terms are net 30 days. Customer agrees that should Support Services Fees not be paid timely Superior may bill late fees equal to one and one half (1.5%) percent per month on the unpaid balance.
 - 3.3 Support Services Fees stated herein do not include sales (or equivalent) taxes. Taxes due, if any, will be added to Customer's invoice.
 - 3.4 Support Services Fees are not refundable in whole or in part, except in the event of Customer's termination for cause as provided in Paragraph 9.3 hereof.
4. **MODIFICATION MAINTENANCE SERVICES.** For so long as Customer has purchased Modification Maintenance Services and is current in its payments to Superior under this Agreement, Customer shall be entitled to receive, and Superior agrees to provide, the following service:
- 4.1 **Modified Program Compatibility.** For each non Licensed Program in library Superior MOD that was written by Superior or any Licensed Program that has had custom modifications performed by Superior at the customer's request, Superior will perform all necessary programming to ensure that the program is compatible with each new software release, version, or Program Temporary Fix made available by Superior.
5. **MODIFICATION MAINTENANCE FEES.**
- 5.1 Modification Maintenance Fees are determined on an annual basis. This determination is based upon the number of modified programs prior to each renewal period multiplied by the then current rate charged per program.
 - 5.2 Modification Maintenance Fees are not refundable in whole or in part.
6. **WARRANTIES AND REMEDIES.** Superior 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 HTE BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 11 BELOW.

7. **LIMITATION OF LIABILITY.** Superior's liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement, shall not exceed the Support Services Fees paid for the Initial Term or Renewal Term then in effect. In no event shall Superior be liable for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Agreement.
8. **TERMINATION.** This Agreement may be terminated as follows:
- 8.1 Upon Customer's failure to renew this Agreement at the expiration of the Initial Term or any Renewal Term.
- 8.2 By Superior, 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 Superior to Customer of such non-payment setting forth the sum then due and how such sum was determined.
- 8.3 Except as provided in Paragraph 11.2 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.
- 8.4 If Customer terminates this Agreement and subsequently desires to reinstate Support Services, Superior's then-current policy with regard to reinstatement shall apply.
9. **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 of New Mexico for resolution of all disputes in connection with this Agreement.

10. APPROPRIATION OF FUNDS.

Customer believes that sufficient funds can be obtained to pay all amounts due to Superior throughout the term of this Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified in this Schedule A. Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from Superior the license and support services set forth in this Schedule A.

In the event sufficient funds are not appropriated, budgeted or are otherwise legally unavailable, Customer shall immediately notify Superior in writing of such occurrence and Superior will respond with an amendment that this Agreement, or the appropriate executory portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible to pay a) for any services delivered by Superior prior to the notice and b) for all software which has been delivered and accepted. Superior shall not be obligated to provide any services for which payment has not been appropriated.

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 Superior, which consent may be withheld. Superior 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 Superior.

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 twenty-four (24) 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.


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:

COUNTY OF SANTA FE, NM

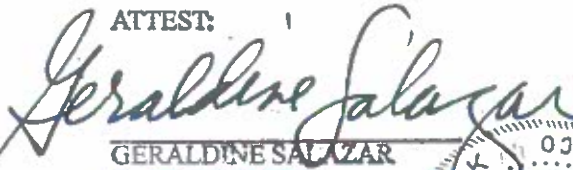
SUPERION, LLC


Authorized Signature
Henry P. Roybal
Print Name & Title
Santa Fe County Commissioner
Chair
8/11/2020
Date

DocuSigned by:

AE401C20244440B...
Authorized Signature
David Gai Chief Customer Officer
Print Name & Title
7/17/2020
Date

Approved as to form by Roberta D. Joe,
Assistant County Attorney, for G.S.S., Santa Fe
County Attorney 7/28/20


Santa Fe County Finance Director 7/28/2020

ATTEST:

GERALDINE SALAZAR
COUNTY CLERK



**SUPERION, LLC SUPPORT SERVICES AGREEMENT
CONTRACT NO. SAFE-2259LG-00015149 REN2021-2022**

This Superior, LLC Support Services Agreement (“Agreement”) is entered into by and between **Superion, LLC (Superion)**, a Delaware limited liability company, with its principal place of business at: 1000 Business Center Drive, Lake Mary, Florida 32746;

and
**County of Santa Fe
(Customer)**,
with its principal place of business at
102 Grant Street
Santa Fe, NM 87504

1. **TERM.** The Initial Term of this Agreement shall be as provided below (“Initial Term”). Following the Initial Term, this Agreement can be renewed for successive one (1) year terms by payment of the then-current Annual Support Services Fee. Superior will invoice Customer when the Support Services Fees are due.

Application	QTY	Annual Term 07/01/2021 - 06/30/2022
AnalyticsNOW	1	\$1,085.00
Click2Gov3 Accounts Receivable & Loans	1	\$438.88
Click2Gov3 Core Module	1	\$2,084.04
Click2Gov3 Customer Information System	1	\$453.72
Click2Gov3 Employee Self Service	1	\$3,844.28
NaviLine Accounts Receivable	1	\$4,210.44
NaviLine Cash Receipts	1	\$2,703.68
NaviLine Cash Receipts Lock Box Interface	1	\$690.52
NaviLine CIS Handheld Interface	1	\$917.28
NaviLine Code Enforcement	1	\$2,161.56
NaviLine Customer Information System	1	\$5,473.68
NaviLine Document Management Services	1	\$1,429.28
NaviLine Fixed Assets	1	\$2,774.08
NaviLine GMBA w/Extended Reporting	1	\$11,652.60
NaviLine Human Resources	1	\$6,026.92
NaviLine Land/Parcel Mgmt	1	\$4,449.84
NaviLine Payroll/Personnel	1	\$7,033.80
NaviLine Planning & Engineering	1	\$13,609.96
NaviLine Purchasing/Inventory	1	\$6,970.44
NaviLine Tax Billing & Collections	1	\$36,781.32
NaviLine Time & Attendance Interface-Generic	1	\$2,696.64
NaviLine User Interface	1	\$0.00
NaviLine Web Enablement	1	\$650.00
Retrofit Modifications	34	\$3,400.00
Total		\$121,537.96

Application	QTY	Annual Term 07/01/2021 - 06/30/2022
NaviLine Field Incident Reporting	25	\$7,002.52
NaviLine Field Incident Reporting	50	\$14,565.00
NaviLine Field Incident Reporting	25	\$7,282.52
NaviLine Field Reporting Server with Mobile Flash	1	\$7,949.00
NaviLine Multiple Agency Access	1	\$1,885.68
Total		\$38,684.72

Application		Pro-Rated Term 2/28/2022 - 06/30/2022
Fusion Proprietary	1	\$1,350.56
Total		\$1,350.56

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

2.1 **Program Fix Service.** Customer shall promptly report to Superior 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 Superior to replicate such errors or defects. Customer agrees to provide dial-in access to Customer's computer in order for Superior to investigate reported errors or defects. Superior 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 Superior, at Superior's then current list price therefor, for time spent as a result of Customer's report.

2.2 **Software Upgrades and Updates.** Customer shall receive, at no additional cost, updates to the Licensed Programs which are generally made available at no cost by Superior 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 Superior. Customer agrees that any upgrades or updates provided by Superior 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.

2.3 **Support.** During the Term Superior will provide to Customer Support Services in accordance with the Support Standards outlined in Exhibit 1, to include Maintenance actions, optimization, error correction, modifications, updates, correcting known Defects, improving performance, Enhancements, implementation of New Releases, general support efforts, and responding to incidents reported by Customer in accordance with the detailed Support Standards in Exhibit 1.

2.4 **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.

3. **SUPPORT SERVICES FEES.**

3.1 Support Services Fees listed in Section 1 for Support Renewal terms will be billed annually. Payment terms are net 30 days. Customer agrees that should Support Services Fees not be paid timely Superior may bill late fees equal to one and one half (1.5%) percent per month on the unpaid balance.

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

3.3 Support Services Fees are not refundable in whole or in part, except in the event of Customer's termination for cause as provided in Paragraph 9.3 hereof.

4. **MODIFICATION MAINTENANCE SERVICES.** For so long as Customer has purchased Modification Maintenance Services and is current in its payments to Superior under this Agreement, Customer shall be entitled to receive, and Superior agrees to provide, the following service:

4.1 **Modified Program Compatibility.** For each non Licensed Program in library Superior MOD that was written by Superior or any Licensed Program that has had custom modifications performed by Superior at the customer's request, Superior will perform all necessary programming to ensure that the program is compatible with each new software release, version, or Program Temporary Fix made available by Superior.

5. **MODIFICATION MAINTENANCE FEES.**

5.1 Modification Maintenance Fees are determined on an annual basis. This determination is based upon the number of modified programs prior to each renewal period multiplied by the then current rate charged per program.

5.2 Modification Maintenance Fees are not refundable in whole or in part.

6. **WARRANTIES AND REMEDIES.** Superior 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 HTE BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 11 BELOW.

7. **LIMITATION OF LIABILITY.** Superior's liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement, shall not exceed the Support Services Fees paid for the Initial Term or Renewal Term then in effect. In no event shall Superior be liable for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Agreement.

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

8.1 Upon Customer's failure to renew this Agreement at the expiration of the Initial Term or any Renewal Term.

8.2 By Superior, 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 Superior to Customer of such non-payment setting forth the sum then due and how such sum was determined.

8.3 Except as provided in Paragraph 11.2 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.

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

9. **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 of New Mexico for resolution of all disputes in connection with this Agreement.

10. **APPROPRIATION OF FUNDS.**

Customer believes that sufficient funds can be obtained to pay all amounts due to Superior throughout the term of this Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified in this Schedule A. Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from Superior the license and support services set forth in this Schedule A.

In the event sufficient funds are not appropriated, budgeted or are otherwise legally unavailable, Customer shall immediately notify Superior in writing of such occurrence and Superior will respond with an amendment that this Agreement, or the appropriate executory portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer

shall be responsible to pay a) for any services delivered by Superior prior to the notice and b: for all software which has been delivered and accepted. Superior shall not be obligated to provide any services for which payment has not been appropriated.

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 Superior, which consent may be withheld. Superior 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 Superior.

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 twenty-four (24) 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 Superior or persons who have been employed by Superior within the immediate past twenty-four (24) months without prior written consent of Superior.

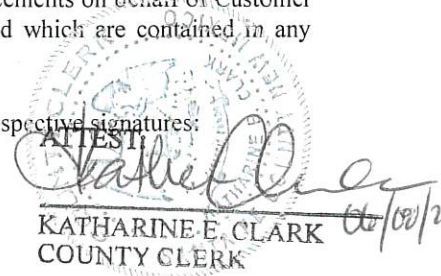
Non-waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

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 Superior. 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:

COUNTY OF SANTA FE, NM

SUPERION, LLC



[Signature]
Authorized Signature

DocuSigned by:
David Gai
Authorized Signature

Henry P. Boybal
Print Name & Title

David Gai
Print Name & Title

6/8/2021
Date

4/14/2021
Date

Approved as to form by Roberta D. Joe for G.S.S.
4/21/2021
Superion, LLC Support Services Agreement

[Signature]
Santa Fe County Finance Director 4/22/2021

County of Santa Fe, NM SAFE-2259LG- REN2021 Support
4/13/2021

**AMENDMENT NO. 7
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND SUPERION, LLC**

THIS AMENDMENT is made and entered into this 14th day of June, 2022, by and between **Santa Fe County**, hereinafter "County," and **Superion, LLC**, hereinafter "Contractor".

WHEREAS, on September 9, 2017, the County and Contractor entered into Agreement No. 2018-0077-IT/IC, *Superion, LLC Support Services Agreement, Contract No. SAFE-2259LG-170078* (the "Agreement") to provide for the Contractor's provision of support services software for several departments and divisions within the County; and

WHEREAS, according to Article 2 (Term) of the Agreement, the term of the Agreement may be extended in one-year increments with an annual service term commencing July 1 and terminating June 30; and

WHEREAS, since 2017, the service term of the Agreement has been extended for four years and the current service term expires June 30, 2022. The term extensions have been done through amendments to the Agreement whereby each amendment incorporated an updated *Superion, LLC, Support Services Agreement, Contract No. SAFE-2259LG-*_____. Since 2017 amendments to the Agreement also included the addition of certain services, the removal of other services and annual increases to the compensation payable to the Contractor; and

WHEREAS, the current service term of the Agreement, as amended, expires June 30, 2022, and the County wishes to continue to benefit from the Contractor's services. By this Amendment No. 7, the service term of the Agreement is extended for another year to June 30, 2023, and the compensation payable to the Contractor is increased by the sum of \$172,318.00. The services the Contractor is to perform for the County for year six of this Agreement are those described in *Superion, LLC, Support Services Agreement Contract No. SAFE-2259LG-00015149 REN2022-2023*, attached and incorporated by reference herein; and

WHEREAS, both parties wish to enter into this Amendment.

NOW THEREFORE, THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. Article 2 (Term) of the *Superion, LLC Support Services Agreement Contract No. SAFE-2259LG-170078* is modified by inserting a subpart B to read:

- B. By Amendment No. 7, the service term of this Agreement is extended for one year to June 30, 2023. The service term of this Agreement shall not be extended beyond June 30, 2025.

2. The Agreement is further amended by incorporating the services described in the attached *Superion, LLC, Support Services Agreement Contract No. SAFE-2259LG-00015149 REN2022-2023.*

3. With this Amendment No. ⁷ ~~8~~ the total compensation payable to the Contractor for services provided under the Agreement is \$997,036.90, *exclusive* of NM GRT. yfl

4. All other provisions of the Agreement not amended or modified by Amendment Nos. 1 through 6 and this Amendment No. 7 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties hereto.

SANTA FE COUNTY:

Anna T. Hamilton
Anna T. Hamilton, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk

06/17/22
Date



Approved as to form:

Roberta D. Joe for R.A.B.
Rachel A. Brown
Interim Santa Fe County Attorney

May 11, 2022
Date

Finance Division:

Yvonne S. Herrera
Yvonne S. Herrera
Finance Director

5/11/2022
Date

CONTRACTOR – SUPERION, LLC:

DocuSigned by:
Dan Maier
105134200160497
(Signature)

5/27/2022
Date

By: Dan Maier
(Print name and title)

**SUPERION, LLC SUPPORT SERVICES AGREEMENT
CONTRACT NO. SAFE-2259LG-00015149 REN2022-2023**

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

and
**County of Santa Fe
(Customer),**
with its principal place of business at
102 Grant Avenue
Santa Fe, NM 87501

1. **TERM.** The Initial Term of this Agreement shall be as provided below ("Initial Term"). Following the Initial Term, this Agreement can be renewed for successive one (1) year terms by payment of the then-current Annual Support Services Fee. Superior will invoice Customer when the Support Services Fees are due.

Application	QTY	Annual Term 07/01/2022 - 06/30/2023
AnalyticsNOW	1	\$1,139.25
Click2Gov3 Accounts Receivable & Loans	1	\$460.82
Click2Gov3 Core Module	1	\$2,188.24
Click2Gov3 Customer Information System	1	\$476.41
Click2Gov3 Employee Self Service	1	\$4,036.49
NaviLine Accounts Receivable	1	\$4,420.96
NaviLine Cash Receipts	1	\$2,838.86
NaviLine Cash Receipts Lock Box Interface	1	\$725.05
NaviLine CIS Handheld Interface	1	\$963.14
NaviLine Code Enforcement	1	\$2,269.64
NaviLine Customer Information System	1	\$5,747.36
NaviLine Document Management Services	1	\$1,500.74
NaviLine Fixed Assets	1	\$2,912.78
NaviLine GMBA w/Extended Reporting	1	\$12,235.23
NaviLine Human Resources	1	\$6,328.27
NaviLine Land/Parcel Mgmt	1	\$4,672.33
NaviLine Payroll/Personnel	1	\$7,385.49
NaviLine Planning & Engineering	1	\$14,290.46
NaviLine Purchasing/Inventory	1	\$7,318.96
NaviLine Tax Billing & Collections	1	\$38,620.39
NaviLine Time & Attendance Interface-Generic	1	\$2,831.47
NaviLine User Interface	1	\$0.00
NaviLine Web Enablement	1	\$682.50
Retrofit Modifications	34	\$3,400.00
Fusion Proprietary	1	\$4,254.27
	Total	\$131,699.11

Application	QTY	Annual Term 07/01/2022 - 06/30/2023
NaviLine Field Incident Reporting	25	\$7,352.65
NaviLine Field Incident Reporting	50	\$15,293.25
NaviLine Field Incident Reporting	25	\$7,646.65
NaviLine Field Reporting Server with Mobile Flash	1	\$8,346.45
NaviLine Multiple Agency Access	1	\$1,979.96
	Total	\$40,618.96

2. **SUPPORT SERVICES.** For so long as Customer has purchased Support Services and is current in its payments to Superior, Customer shall be entitled to receive, and Superior agrees to provide, the following services which are hereinafter referred to as "Support Services" for the Licensed Programs listed in Paragraph 1 hereof:
- 2.1 **Program Fix Service.** Customer shall promptly report to Superior 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 Superior to replicate such errors or defects. Customer agrees to provide dial-in access to Customer's computer in order for Superior to investigate reported errors or defects. Superior 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 Superior, at Superior's then current list price therefor, for time spent, as a result of Customer's report.
- 2.2 **Software Upgrades and Updates.** Customer shall receive, at no additional cost, updates to the Licensed Programs which are generally made available at no cost by Superior 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 Superior. Customer agrees that any upgrades or updates provided by Superior 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.
- 2.3 **Support.** During the Term Superior will provide to Customer Support Services in accordance with the Support Standards outlined in Exhibit 1, to include Maintenance actions, optimization, error correction, modifications, updates, correcting known Defects, improving performance, Enhancements, implementation of New Releases, general support efforts, and responding to incidents reported by Customer in accordance with the detailed Support Standards in Exhibit 1.
- 2.4 **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.
3. **SUPPORT SERVICES FEES.**
- 3.1 Support Services Fees listed in Section 1 for Support Renewal terms will be billed annually. Payment terms are net 30 days. Customer agrees that should Support Services Fees not be paid timely Superior may bill late fees equal to one and one half (1.5%) percent per month on the unpaid balance.
- 3.2 Support Services Fees stated herein do not include sales (or equivalent) taxes. Taxes due, if any, will be added to Customer's invoice.
- 3.3 Support Services Fees are not refundable in whole or in part, except in the event of Customer's termination for cause as provided in Paragraph 9.3 hereof.

4. **MODIFICATION MAINTENANCE SERVICES.** For so long as Customer has purchased Modification Maintenance Services and is current in its payments to Superior under this Agreement, Customer shall be entitled to receive, and Superior agrees to provide, the following service:
 - 4.1 **Modified Program Compatibility.** For each non-Licensed Program in library Superior MOD that was written by Superior or any Licensed Program that has had custom modifications performed by Superior at the customer's request, Superior will perform all necessary programming to ensure that the program is compatible with each new software release, version, or Program Temporary Fix made available by Superior.
5. **MODIFICATION MAINTENANCE FEES.**
 - 5.1 Modification Maintenance Fees are determined on an annual basis. This determination is based upon the number of modified programs prior to each renewal period multiplied by the then current rate charged per program.
 - 5.2 Modification Maintenance Fees are not refundable in whole or in part.
6. **WARRANTIES AND REMEDIES.** Superior 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 HTE BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 11 BELOW.
7. **LIMITATION OF LIABILITY.** Superior's liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement, shall not exceed the Support Services Fees paid for the Initial Term or Renewal Term then in effect. In no event shall Superior be liable for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Agreement.
8. **TERMINATION.** This Agreement may be terminated as follows:
 - 8.1 Upon Customer's failure to renew this Agreement at the expiration of the Initial Term or any Renewal Term.
 - 8.2 By Superior, 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 Superior to Customer of such non-payment setting forth the sum then due and how such sum was determined.
 - 8.3 Except as provided in Paragraph 11.2 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.
 - 8.4 If Customer terminates this Agreement and subsequently desires to reinstate Support Services, Superior's then-current policy, regarding reinstatement, shall apply.
9. **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 of New Mexico for resolution of all disputes in connection with this Agreement.

10. APPROPRIATION OF FUNDS.

Customer believes that sufficient funds can be obtained to pay all amounts due to Superior throughout the term of this Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified in this Schedule A. Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from Superior the license and support services set forth in this Schedule A.

In the event sufficient funds are not appropriated, budgeted or are otherwise legally unavailable, Customer shall immediately notify Superior in writing of such occurrence and Superior will respond with an amendment that this Agreement, or the appropriate executory portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible to pay a) for any services delivered by Superior prior to the notice and b) for all software which has been delivered and accepted. Superior shall not be obligated to provide any services for which payment has not been appropriated.

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 twenty-four (24) 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.

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:

COUNTY OF SANTA FE, NM

SUPERION, LLC

Authorized Signature

DocuSigned by:
Dan Maier
ID015AE068D0477

Authorized Signature

Print Name & Title

Dan Maier
CRO

Print Name & Title

Date

5/6/2022

Date

Exhibit 1 Solution Support Standards

I. Support Hours: Hours During Which Superior's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

II. Targeted Response Times.

"Notification" means a communication to Superior's help desk by means of: (i) Superior's web helpline; or (ii) the placement of a telephone call.

III. Support Terms.

Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term**"), Superior shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term**"). This renewal will continue until termination of this Agreement provided that, Superior shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Support Term.

With respect to Superior's support obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior "Telephone Support" hour occurring after Superior's receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning Superior's Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superior has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported. A resolution plan will detail the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning Superior's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two hours of the issue being reported and a resolution planned within five (5) days.	
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning Superior's Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed but, does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issue being reported.	

Response timing is measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superior's support representative has been directly contacted by Customer either by phone, in person, or through Superior's online support portal, and b) when Superior's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superior staff and each session participant.

**SUPERION, LLC SUPPORT SERVICES AGREEMENT
CONTRACT NO. SAFE-2259LG-00015149 REN2023-2024**

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

and
**County of Santa Fe
(Customer),**
with its principal place of business at
102 Grant Avenue
Santa Fe, NM 87501

1. **TERM.** The Initial Term of this Agreement shall be as provided below ("Initial Term"). Following the Initial Term, this Agreement can be renewed for successive one (1) year terms by payment of the then-current Annual Support Services Fee. Superior will invoice Customer when the Support Services Fees are due.

Application	QTY	Annual Term 07/01/2023 - 06/30/2024
AnalyticsNOW	1	\$1,253.18
Click2Gov3 Accounts Receivable & Loans	1	\$506.90
Click2Gov3 Core Module	1	\$2,407.06
Click2Gov3 Customer Information System	1	\$524.05
Click2Gov3 Employee Self Service	1	\$4,440.14
NaviLine Accounts Receivable	1	\$4,863.06
NaviLine Cash Receipts	1	\$3,122.75
NaviLine Cash Receipts Lock Box Interface	1	\$797.56
NaviLine CIS Handheld Interface	1	\$1,059.45
NaviLine Code Enforcement	1	\$2,496.60
NaviLine Customer Information System	1	\$6,322.10
NaviLine Document Management Services	1	\$1,650.81
NaviLine Fixed Assets	1	\$3,204.06
NaviLine GMBA w/Extended Reporting	1	\$13,458.75
NaviLine Human Resources	1	\$6,961.10
NaviLine Land/Parcel Mgmt	1	\$5,139.56
NaviLine Payroll/Personnel	1	\$8,124.04
NaviLine Planning & Engineering	1	\$15,719.51
NaviLine Purchasing/Inventory	1	\$8,050.86
NaviLine Tax Billing & Collections	1	\$42,482.43
NaviLine Time & Attendance Interface-Generic	1	\$3,114.62
NaviLine User Interface	1	\$0.00
NaviLine Web Enablement	1	\$750.75
Retrofit Modifications	34	\$3,400.00
Fusion Proprietary	1	\$4,679.68
Total		\$144,529.02

Application	QTY	Annual Term 07/01/2023 - 06/30/2024
NaviLine Field Incident Reporting	25	\$8,411.32
NaviLine Field Incident Reporting	50	\$16,822.58
NaviLine Field Incident Reporting	25	\$8,087.92
NaviLine Field Reporting Server with Mobile Flash	1	\$9,181.10
NaviLine Multiple Agency Access	1	\$2,177.96
	Total	\$44,680.88

2. **SUPPORT SERVICES.** For so long as Customer has purchased Support Services and is current in its payments to Superior, Customer shall be entitled to receive, and Superior agrees to provide, the following services which are hereinafter referred to as "Support Services" for the Licensed Programs listed in Paragraph 1 hereof:
- 2.1 **Program Fix Service.** Customer shall promptly report to Superior 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 Superior to replicate such errors or defects. Customer agrees to provide dial-in access to Customer's computer in order for Superior to investigate reported errors or defects. Superior 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 Superior, at Superior's then current list price therefore, for time spent, as a result of Customer's report.
- 2.2 **Software Upgrades and Updates.** Customer shall receive, at no additional cost, updates to the Licensed Programs which are generally made available at no cost by Superior 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 Superior. Customer agrees that any upgrades or updates provided by Superior 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.
- 2.3 **Support.** During the Term Superior will provide to Customer Support Services in accordance with the Support Standards outlined in Exhibit 1, to include Maintenance actions, optimization, error correction, modifications, updates, correcting known Defects, improving performance, Enhancements, implementation of New Releases, general support efforts, and responding to incidents reported by Customer in accordance with the detailed Support Standards in Exhibit 1.
- 2.4 **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.
3. **SUPPORT SERVICES FEES.**
- 3.1 Support Services Fees listed in Section 1 for Support Renewal terms will be billed annually. Payment terms are net 30 days. Customer agrees that should Support Services Fees not be paid timely Superior may bill late fees equal to one and one half (1.5%) percent per month on the unpaid balance.
- 3.2 Support Services Fees stated herein do not include sales (or equivalent) taxes. Taxes due, if any, will be added to Customer's invoice.
- 3.3 Support Services Fees are not refundable in whole or in part, except in the event of Customer's termination for cause as provided in Paragraph 9.3 hereof.

4. **MODIFICATION MAINTENANCE SERVICES.** For so long as Customer has purchased Modification Maintenance Services and is current in its payments to Superior under this Agreement, Customer shall be entitled to receive, and Superior agrees to provide, the following service:
 - 4.1 **Modified Program Compatibility.** For each non-Licensed Program in library Superior MOD that was written by Superior or any Licensed Program that has had custom modifications performed by Superior at the customer's request, Superior will perform all necessary programming to ensure that the program is compatible with each new software release, version, or Program Temporary Fix made available by Superior.
5. **MODIFICATION MAINTENANCE FEES.**
 - 5.1 Modification Maintenance Fees are determined on an annual basis. This determination is based upon the number of modified programs prior to each renewal period multiplied by the then current rate charged per program.
 - 5.2 Modification Maintenance Fees are not refundable in whole or in part.
6. **WARRANTIES AND REMEDIES.** Superior 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 HTE BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 11 BELOW.**
7. **LIMITATION OF LIABILITY.** Superior's liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement, shall not exceed the Support Services Fees paid for the Initial Term or Renewal Term then in effect. In no event shall Superior be liable for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Agreement.
8. **TERMINATION.** This Agreement may be terminated as follows:
 - 8.1 Upon Customer's failure to renew this Agreement at the expiration of the Initial Term or any Renewal Term.
 - 8.2 By Superior, 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 Superior to Customer of such non-payment setting forth the sum then due and how such sum was determined.
 - 8.3 Except as provided in Paragraph 11.2 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.
 - 8.4 If Customer terminates this Agreement and subsequently desires to reinstate Support Services, Superior's then-current policy, regarding reinstatement, shall apply.
9. **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 of New Mexico for resolution of all disputes in connection with this Agreement.

10. **APPROPRIATION OF FUNDS.**

Customer believes that sufficient funds can be obtained to pay all amounts due to Superior throughout the term of this Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified in this Schedule A. Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from Superior the license and support services set forth in this Schedule A.

In the event sufficient funds are not appropriated, budgeted or are otherwise legally unavailable, Customer shall immediately notify Superior in writing of such occurrence and Superior will respond with an amendment that this Agreement, or the appropriate executory portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible to pay a) for any services delivered by Superior prior to the notice and b) for all software which has been delivered and accepted. Superior shall not be obligated to provide any services for which payment has not been appropriated.

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 Superior, which consent may be withheld. Superior 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 Superior.

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 twenty-four (24) 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 Superior or persons who have been employed by Superior within the immediate past twenty-four (24) months without prior written consent of Superior.

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.

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 Superior. 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:

COUNTY OF SANTA FE, NM

SUPERION, LLC

Authorized Signature

DocuSigned by:
Ron A. Anderson
6769F1AD774045B... Authorized Signature

Anna Hansen
Anna Hansen, Chair
Santa Fe County Board of County Commissioners

Ron A. Anderson, Chief Sales Officer
Print Name & Title

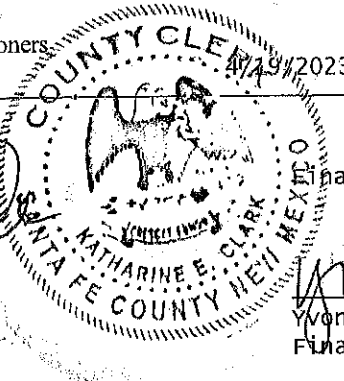
Date

Date

ATTESTATION:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk

Date
3/31/23



Approved as to form:
Roberta D. Joe for J.Y.
Santa Fe County Attorney

Date
4/27/2023

Yvonne S. Herrera 4/30/2023
Yvonne S. Herrera Date
Finance Division:
Finance Division

Exhibit 1 Solution Support Standards

I. Support Hours: Hours During Which Superior’s Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer’s Local Time within the continental United States, excluding holidays (“5x9”).

II. Targeted Response Times.

“Notification” means a communication to Superior’s help desk by means of: (i) Superior’s web helpline; or (ii) the placement of a telephone call.

III. Support Terms.

Beginning on the Execution Date and continuing for twelve (12) months thereafter (“**Initial Support Term**”), Superior shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a (“**Renewal Support Term**”). This renewal will continue until termination of this Agreement provided that, Superior shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement’s Initial Support Term.

With respect to Superior’s support obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior “Telephone Support” hour occurring after Superior’s receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning Superior’s Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superior has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported.
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Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning Superior’s Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed but, does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the Issue being reported.	

Response timing is measured from the moment a Case number is created. As used herein a “Case number” is created when a) Superior’s support representative has been directly contacted by Customer either by phone, in person, or through Superior’s online support portal, and b) when Superior’s support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superior staff and each session participant.



**SUPERION, LLC SUPPORT SERVICES AGREEMENT
CONTRACT NO. SAFE-2259LG-00015149 REN2024-2025**

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

and
**County of Santa Fe
(Customer),**
with its principal place of business at
102 Grant Avenue
Santa Fe, NM 87501

1. **TERM.** The Initial Term of this Agreement shall be as provided below (“Initial Term”). Following the Initial Term, this Agreement can be renewed for successive one (1) year terms by payment of the then-current Annual Support Services Fee. Superior will invoice Customer when the Support Services Fees are due.

Application	QTY	Annual Term 07/01/2024 - 06/30/2025
AnalyticsNOW	1	\$1,315.84
Click2Gov3 Accounts Receivable & Loans	1	\$532.25
Click2Gov3 Core Module	1	\$2,527.41
Click2Gov3 Customer Information System	1	\$550.25
Click2Gov3 Employee Self Service	1	\$4,662.15
NaviLine Accounts Receivable	1	\$5,106.21
NaviLine Cash Receipts	1	\$3,278.89
NaviLine Cash Receipts Lock Box Interface	1	\$837.44
NaviLine CIS Handheld Interface	1	\$1,112.42
NaviLine Code Enforcement	1	\$2,621.43
NaviLine Customer Information System	1	\$6,638.21
NaviLine Document Management Services	1	\$1,733.35
NaviLine Fixed Assets	1	\$3,364.26
NaviLine GMBA w/Extended Reporting	1	\$14,131.69
NaviLine Human Resources	1	\$7,309.16
NaviLine Land/Parcel Mgmt	1	\$5,396.54
NaviLine Payroll/Personnel	1	\$8,530.24
NaviLine Planning & Engineering	1	\$16,505.49
NaviLine Purchasing/Inventory	1	\$8,453.40
NaviLine Tax Billing & Collections	1	\$44,606.55
NaviLine Time & Attendance Interface-Generic	1	\$3,270.35
NaviLine User Interface	1	\$0.00
NaviLine Web Enablement	1	\$788.29
Retrofit Modifications	34	\$4,100.00
Fusion Proprietary	1	\$4,913.66
	Total	\$152,285.48

Application	QTY	Annual Term 07/01/2024 - 06/30/2025
NavilLine Field Incident Reporting	25	\$8,492.32
NavilLine Field Incident Reporting	50	\$17,663.71
NavilLine Field Incident Reporting	25	\$8,831.89
NavilLine Field Reporting Server with Mobile Flash	1	\$9,640.16
NavilLine Multiple Agency Access	1	\$2,286.86
	Total	\$46,914.94

2. **SUPPORT SERVICES.** For so long as Customer has purchased Support Services and is current in its payments to Superior, Customer shall be entitled to receive, and Superior agrees to provide, the following services which are hereinafter referred to as "Support Services" for the Licensed Programs listed in Paragraph 1 hereof:
- 2.1 **Program Fix Service.** Customer shall promptly report to Superior 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 Superior to replicate such errors or defects. Customer agrees to provide dial-in access to Customer's computer in order for Superior to investigate reported errors or defects. Superior 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 Superior, at Superior's then current list price therefore, for time spent, as a result of Customer's report.
- 2.2 **Software Upgrades and Updates.** Customer shall receive, at no additional cost, updates to the Licensed Programs which are generally made available at no cost by Superior 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 Superior. Customer agrees that any upgrades or updates provided by Superior 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.
- 2.3 **Support.** During the Term Superior will provide to Customer Support Services in accordance with the Support Standards outlined in Exhibit 1, to include Maintenance actions, optimization, error correction, modifications, updates, correcting known Defects, improving performance, Enhancements, implementation of New Releases, general support efforts, and responding to incidents reported by Customer in accordance with the detailed Support Standards in Exhibit 1.
- 2.4 **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.
3. **SUPPORT SERVICES FEES.**
- 3.1 Support Services Fees listed in Section 1 for Support Renewal terms will be billed annually. Payment terms are net 30 days. Customer agrees that should Support Services Fees not be paid timely Superior may bill late fees equal to one and one half (1.5%) percent per month on the unpaid balance.
- 3.2 Support Services Fees stated herein do not include sales (or equivalent) taxes. Taxes due, if any, will be added to Customer's invoice.
- 3.3 Support Services Fees are not refundable in whole or in part, except in the event of Customer's termination for cause as provided in Paragraph 9.3 hereof.

4. **MODIFICATION MAINTENANCE SERVICES.** For so long as Customer has purchased Modification Maintenance Services and is current in its payments to Superior under this Agreement, Customer shall be entitled to receive, and Superior agrees to provide, the following service:
 - 4.1 **Modified Program Compatibility.** For each non-Licensed Program in library Superior MOD that was written by Superior or any Licensed Program that has had custom modifications performed by Superior at the customer's request, Superior will perform all necessary programming to ensure that the program is compatible with each new software release, version, or Program Temporary Fix made available by Superior.
5. **MODIFICATION MAINTENANCE FEES.**
 - 5.1 Modification Maintenance Fees are determined on an annual basis. This determination is based upon the number of modified programs prior to each renewal period multiplied by the then current rate charged per program.
 - 5.2 Modification Maintenance Fees are not refundable in whole or in part.
6. **WARRANTIES AND REMEDIES.** Superior 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 HTE BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 11 BELOW.**
7. **LIMITATION OF LIABILITY.** Superior's liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement, shall not exceed the Support Services Fees paid for the Initial Term or Renewal Term then in effect. In no event shall Superior be liable for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Agreement.
8. **TERMINATION.** This Agreement may be terminated as follows:
 - 8.1 Upon Customer's failure to renew this Agreement at the expiration of the Initial Term or any Renewal Term.
 - 8.2 By Superior, 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 Superior to Customer of such non-payment setting forth the sum then due and how such sum was determined.
 - 8.3 Except as provided in Paragraph 11.2 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.
 - 8.4 If Customer terminates this Agreement and subsequently desires to reinstate Support Services, Superior's then-current policy, regarding reinstatement, shall apply.
9. **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 of New Mexico for resolution of all disputes in connection with this Agreement.

10. APPROPRIATION OF FUNDS.

Customer believes that sufficient funds can be obtained to pay all amounts due to Superior throughout the term of this Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified in this Schedule A. Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from Superior the license and support services set forth in this Schedule A.

In the event sufficient funds are not appropriated, budgeted or are otherwise legally unavailable, Customer shall immediately notify Superior in writing of such occurrence and Superior will respond with an amendment that this Agreement, or the appropriate executory portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible to pay a) for any services delivered by Superior prior to the notice and b: for all software which has been delivered and accepted. Superior shall not be obligated to provide any services for which payment has not been appropriated.

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 Superior, which consent may be withheld. Superior 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 Superior.

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 twenty-four (24) 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 Superior or persons who have been employed by Superior within the immediate past twenty-four (24) months without prior written consent of Superior.

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.

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 Superior. 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:

COUNTY OF SANTA FE, NM

SUPERION, LLC



DocuSigned by:
Ron A. Anderson

Authorized Signature

DOE45FA2938A4EB... Authorized Signature

GREGORY S. SHAFFER, COUNTY
MANAGER

Ron A. Anderson, Chief Sales Officer

Print Name & Title

Print Name & Title

7/9/24

6/25/2024

Date

Date

Exhibit 1 Solution Support Standards

I. Support Hours: Hours During Which Superior's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

II. Targeted Response Times.

"Notification" means a communication to Superior's help desk by means of: (i) Superior's web helpline; or (ii) the placement of a telephone call.

III. Support Terms.

Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term**"), Superior shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term**"). This renewal will continue until termination of this Agreement provided that, Superior shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Support Term.

With respect to Superior's support obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior "Telephone Support" hour occurring after Superior's receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning Superior's Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superior has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning Superior's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two hours of the issue being reported and a resolution planned within five (5) days.	A resolution plan will detail the steps necessary to understand and possibly resolve the issue.
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning Superior's Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed but, does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issue being reported.	

Response timing is measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superior's support representative has been directly contacted by Customer either by phone, in person, or through Superior's online support portal, and b) when Superior's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superior staff and each session participant.

**AMENDMENT NO. 9 TO AGREEMENT
BETWEEN SANTA FE COUNTY AND SUPERION, LLC**

THIS AMENDMENT is entered into this 28 day of March, 2024, between **Santa Fe County** (hereinafter the "County"), and **Superion, LLC** (hereinafter the "Contractor").

WHEREAS, on September 9, 2017 the County and Contractor entered into Agreement No. 2018-0077-IT/IC, *Superion, LLC Support Service Agreement, Contract No. SAFE-2259LG-170078* (the "Agreement") to provide for the Contractor's provision of support services software for several departments and divisions within the County; and

WHEREAS, according to Article 2 (Term) of the Agreement, the term of the Agreement may be extended in one-year increments with an annual service term commencing July 1 and terminating June 30; and

WHEREAS, since 2017, the service term of the Agreement has been extended for seven years and the current service term expires June 30, 2024. The term extensions have been done through amendments to the Agreements whereby each amendment incorporated an updated *Superion, LLC Support Services Agreement, Contract No. SAFE-2259LG-_____ - REN_____*. Since 2017 amendments to the Agreement also included the addition of certain services, the removal of the other services and annual increases to the compensation payable to the Contractor; and

WHEREAS, the current service term of the Agreement expires June 30, 2024, and the County wishes to continue to benefit from the Contractor's services; and

WHEREAS, by this Amendment No. 9 the service term of the Agreement is extended for a year to June 30, 2025, and the compensation payable to the Contractors is increased by the sum of \$199,200.42. The services the Contractor is to perform for the County for year eight of this Agreement are those described in the *Superion, LLC, Support Services Agreement Contract No. SAFE-2259LG-00015149 REN2024-2025*; and

WHEREAS, by this Amendment No. 9 the parties agree to extend the term for a year and increase the compensation payable to the Contractor.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

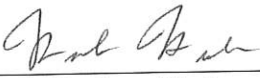
1. Article 2 (Term) of the *Superion, LLC Support Services Agreement, Contract No. SAFE-2259LG-170078*, insert a subpart C to read:
 - C. By Amendment No. 9 the service term of this Agreement is extended for one year to June 30, 2025. The service term of this Agreement cannot not be extended beyond June 30, 2027.

Amendment No. 9 to Agreement 2018-0077-IT/IC

- 2. The Agreement is further amended by incorporation the services described in the attached *Superior, LLC Support Services Agreement Contract NO. SAFE-2259LG-00015149REN2024-2025.*
- 3. With this Amendment No. 9 the total compensation payable to the Contractor for services provided under the Agreement is \$1,395,786.31, *exclusive* of NM GRT.
- 4. All other provisions of the Agreement not amended or modified by Amendment Nos. 1 through 8 and this Amendment No. 9 will remain in full force and effect.

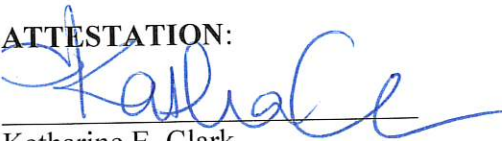
IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of the last signature by the parties.

SANTA FE COUNTY:



 Hank Hughes, Chair
 Santa Fe Board of County Commissioners

ATTESTATION:



 Katharine E. Clark
 Santa Fe County Clerk



 Date

Approved as to form:

Roberta D. Joe for J.Y.

 Jeff Young
 Santa Fe County Attorney

May 16, 2024

 Date

CONTRACTOR – Superior, LLC:

DocuSigned by:


 Signature

6/25/2024

 Date

Ron A. Anderson, Chief Sales Officer

 Print name and title

**SUPERION, LLC SUPPORT SERVICES AGREEMENT
CONTRACT NO. SAFE-2259LG-00015149 REN2025-2026**

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

and
**County of Santa Fe
(Customer),**
with its principal place of business at
102 Grant Avenue
Santa Fe, NM 87501

- 1. TERM.** The Initial Term of this Agreement shall be as provided below (“Initial Term”). Following the Initial Term, this Agreement can be renewed for successive one (1) year terms by payment of the then-current Annual Support Services Fee. Superion will invoice Customer when the Support Services Fees are due.

Renewal Order #: Q-207999
Start Date: July 1, 2025
End Date: June 30, 2026
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Daniel Sanchez, IT Director
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87501
505-992-9888

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	AnalyticsNOW	1	1,381.63 USD
2.	Click2Gov Core Module Annual Maintenance Fee	1	2,653.78 USD
3.	Click2Gov ESS Annual Maintenance Fee	1	4,895.26 USD
4.	Modifications Annual Maintenance Fee	1	3,700.00 USD
5.	NaviLine Accounts Receivable-Annual Maintenance Fee	1	5,361.52 USD
6.	NaviLine Cash Receipts Lock Box Interface Annual Maintenance Fee	1	879.31 USD
7.	NaviLine Cash Receipts-Annual Maintenance Fee	1	3,442.83 USD
8.	NaviLine CIS Handheld Interface Annual Maintenance Fee	1	1,168.04 USD
9.	NaviLine Click2Gov3 Accounts Receivable & Loans Annual Maintenance Fee	1	558.86 USD
10.	NaviLine Click2Gov3 Customer Information System Annual Maintenance Fee	1	577.76 USD
11.	NaviLine Code Enforcement Annual Maintenance Fee	1	2,752.50 USD
12.	NaviLine Customer Information System Annual Maintenance Fee	1	6,970.12 USD
13.	NaviLine Document Management Services Annual Maintenance Fee	1	1,820.02 USD

14.	NaviLine Fixed Assets-Annual Maintenance Fee	1	3,532.47 USD
15.	NaviLine GMBA w/Extended Reporting Annual Maintenance Fee	1	14,838.27 USD
16.	NaviLine Human Resources Annual Maintenance Fee	1	7,674.62 USD
17.	NaviLine Land/Parcel Mgmt-Annual Maintenance Fee	1	5,666.37 USD
18.	NaviLine Payroll/Personnel-Annual Maintenance Fee	1	8,956.75 USD
19.	NaviLine Planning & Engineering Annual Maintenance Fee	1	17,330.76 USD
20.	NaviLine Purchasing/Inventory-Annual Maintenance Fee	1	8,876.07 USD
21.	NaviLine Tax Billing & Collections Annual Maintenance Fee	1	46,836.88 USD
22.	NaviLine Time & Attendance Interface-Generic Annual Maintenance Fee	1	3,433.87 USD
23.	NaviLine User Interface	1	0.00 USD
24.	NaviLine Web Enablement	1	827.70 USD
25.	Superion Fusion Proprietary	1	5,159.34 USD

Total:	159,694.73 USD
Discount Total:	400.00 USD
Renewal Order Total:	159,294.73 USD

Renewal Order #: Q-208002
Start Date: July 1, 2025
End Date: June 30, 2026
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
 Daniel Sanchez, IT Director
 Santa Fe County
 102 Grant Avenue
 Santa Fe, NM 87501
 505-992-9888

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	NaviLine Field Incident Reporting Annual Maintenance Fee	25	8,916.94 USD
2.	NaviLine Field Incident Reporting Annual Maintenance Fee	50	18,546.90 USD
3.	NaviLine Field Incident Reporting Annual Maintenance Fee	25	9,273.48 USD
4.	NaviLine Field Reporting Server with Mobile Flash Annual Maintenance Fee	1	10,122.17 USD
5.	NaviLine Multiple Agency Access Annual Maintenance Fee	1	2,401.20 USD

Renewal Order Total:	49,260.69 USD
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2. **SUPPORT SERVICES.** For so long as Customer has purchased Support Services and is current in its payments to Superior, Customer shall be entitled to receive, and Superior agrees to provide, the following services which are hereinafter referred to as "Support Services" for the Licensed Programs listed in Paragraph 1 hereof:
 - 2.1 **Program Fix Service.** Customer shall promptly report to Superior 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 Superior to replicate such errors or defects. Customer agrees to provide dial-in access to Customer's computer in order for Superior to investigate reported errors or defects. Superior 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 Superior, at Superior's then current list price therefore, for time spent, as a result of Customer's report.
 - 2.2 **Software Upgrades and Updates.** Customer shall receive, at no additional cost, updates to the Licensed Programs which are generally made available at no cost by Superior 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 Superior. Customer agrees that any upgrades or updates provided by Superior 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.
 - 2.3 **Support.** During the Term Superior will provide to Customer Support Services in accordance with the Support Standards outlined in Exhibit 1, to include Maintenance actions, optimization, error correction, modifications, updates, correcting known Defects, improving performance, Enhancements, implementation of New Releases, general support efforts, and responding to incidents reported by Customer in accordance with the detailed Support Standards in Exhibit 1.
 - 2.4 **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.
3. **SUPPORT SERVICES FEES.**
 - 3.1 Support Services Fees listed in Section 1 for Support Renewal terms will be billed annually. Payment terms are net 30 days. Customer agrees that should Support Services Fees not be paid timely Superior may bill late fees equal to one and one half (1.5%) percent per month on the unpaid balance.
 - 3.2 Support Services Fees stated herein do not include sales (or equivalent) taxes. Taxes due, if any, will be added to Customer's invoice.
 - 3.3 Support Services Fees are not refundable in whole or in part, except in the event of Customer's termination for cause as provided in Paragraph 9.3 hereof.

4. **MODIFICATION MAINTENANCE SERVICES.** For so long as Customer has purchased Modification Maintenance Services and is current in its payments to Superior under this Agreement, Customer shall be entitled to receive, and Superior agrees to provide, the following service:

4.1 **Modified Program Compatibility.** For each non-Licensed Program in library Superior MOD that was written by Superior or any Licensed Program that has had custom modifications performed by Superior at the customer's request, Superior will perform all necessary programming to ensure that the program is compatible with each new software release, version, or Program Temporary Fix made available by Superior.

5. **MODIFICATION MAINTENANCE FEES.**

5.1 Modification Maintenance Fees are determined on an annual basis. This determination is based upon the number of modified programs prior to each renewal period multiplied by the then current rate charged per program.

5.2 Modification Maintenance Fees are not refundable in whole or in part.

6. **WARRANTIES AND REMEDIES.** Superior 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 HTE BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 11 BELOW.

7. **LIMITATION OF LIABILITY.** Superior's liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement, shall not exceed the Support Services Fees paid for the Initial Term or Renewal Term then in effect. In no event shall Superior be liable for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Agreement.

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

8.1 Upon Customer's failure to renew this Agreement at the expiration of the Initial Term or any Renewal Term.

8.2 By Superior, 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 Superior to Customer of such non-payment setting forth the sum then due and how such sum was determined.

8.3 Except as provided in Paragraph 11.2 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.

8.4 If Customer terminates this Agreement and subsequently desires to reinstate Support Services, Superior's then-current policy, regarding reinstatement, shall apply.

9. **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 of New Mexico for resolution of all disputes in connection with this Agreement.

10. APPROPRIATION OF FUNDS.

Customer believes that sufficient funds can be obtained to pay all amounts due to Superior throughout the term of this Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified in this Schedule A. Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from Superior the license and support services set forth in this Schedule A.

In the event sufficient funds are not appropriated, budgeted or are otherwise legally unavailable, Customer shall immediately notify Superior in writing of such occurrence and Superior will respond with an amendment that this Agreement, or the appropriate executory portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible to pay a) for any services delivered by Superior prior to the notice and b) for all software which has been delivered and accepted. Superior shall not be obligated to provide any services for which payment has not been appropriated.

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 twenty-four (24) 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.

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:

COUNTY OF SANTA FE, NM



Authorized Signature

Gregory S. Shaffer, County Manager

Print Name & Title

6/12/2025

Date

SUPERION, LLC

DocuSigned by:
Steve Castle
7B1217E7ADD94A9...

Authorized Signature

Steve Castle

Director, Renewals

Print Name & Title

4/9/2025

Date

Approved as to form by Roberta D. Joe, Assistant County Attorney
for W.B., Santa Fe County Attorney April 23, 2025

Exhibit 1 Solution Support Standards

I. Support Hours: Hours During Which Superior’s Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer’s Local Time within the continental United States, excluding holidays (“5x9”).

II. Targeted Response Times.

“Notification” means a communication to Superior’s help desk by means of: (i) Superior’s web helpline; or (ii) the placement of a telephone call.

III. Support Terms.

Beginning on the Execution Date and continuing for twelve (12) months thereafter (“**Initial Support Term**”), Superior shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a (“**Renewal Support Term**”). This renewal will continue until termination of this Agreement provided that, Superior shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement’s Initial Support Term.

With respect to Superior’s support obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior “Telephone Support” hour occurring after Superior’s receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning Superior’s Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superior has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning Superior’s Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two hours of the issue being reported and a resolution planned within five (5) days.	A resolution plan will detail the steps necessary to understand and possibly resolve the issue.
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning Superior’s Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed but, does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issue being reported.	

Response timing is measured from the moment a Case number is created. As used herein a “Case number” is created when a) Superior’s support representative has been directly contacted by Customer either by phone, in person, or through Superior’s online support portal, and b) when Superior’s support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superior staff and each session participant.

**AMENDMENT NO. 10 TO AGREEMENT
BETWEEN SANTA FE COUNTY AND SUPERION, LLC**

THIS AMENDMENT is entered into this 10 day of June, 2025, between **Santa Fe County** (the “County”), and **Superion, LLC** (the “Contractor”).

WHEREAS, on September 9, 2017, the County and Contractor entered into Agreement No. 2018-0077-IT/IC, Superion, LLC Support Service Agreement, Contract No. SAFE-2259LG-170078 (the “Agreement”) to provide for the Contractor’s provision of support services software for several departments and divisions within the County; and

WHEREAS, according to Article 2 (Term) of the Agreement, the term of the Agreement may be extended in one-year increments with an annual service term commencing July 1 and terminating June 30; and

WHEREAS, since 2017, the term of the Agreement has been extended for seven years and the current service term will expire June 30, 2025. Amendment Nos. 1 through 9 amended the Agreement to include services, remove other services and incorporate annual increases to the compensation payable to the Contractor; and


WHEREAS, by this Amendment No. 10 the parties agree to amend the Agreement to extend the term to June 30, 2026, increase the compensation payable to the Contractor, and to incorporate the services to be performed by the Contractor for the new term as described in the Superion, LLC, Support Services Agreement Contract No. SAFE-2259LG-0015149 REN2025-2026.


NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 2 (Term) of the Superion, LLC Support Services Agreement, Contract No. SAFE-2259LG-170078, insert a subpart D to read:
 - D. By Amendment No. 10 the service term of this Agreement is extended for one year to June 30, 2026. The service term of this Agreement shall not be extended beyond June 30, 2027.
2. The Agreement is further amended by incorporation the services described in the attached Superion, LLC Support Services Agreement Contract NO. SAFE-2259LG-00015149 REN2025-2026.
3. With this Amendment No. 10 the total compensation payable to the Contractor for service provided under this Agreement is **\$ 1,604,341.73**, *exclusive* of NM GRT.
4. All other provisions of the Agreement not amended or modified by Amendment Nos. 1 through 9 and this Amendment No. 10 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of the last signature by the parties.

SANTA FE COUNTY:


Camilla Bustamante, Chair
Santa Fe Board of County Commissioners

ATTESTATION:

Katharine E. Clark
Santa Fe County Clerk


06/24/25
Date

Approved as to form:

Roberta D. Joe for W.B.
Walker Boyd
Santa Fe County Attorney

April 23, 2025
Date

CONTRACTOR – Superion, LLC:

DocuSigned by:

7B1217E7ADD94A9...
Signature

5/8/2025
Date

Steve Castle Director, Renewals
Print name and title