

AMENDMENT NO. 24

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES (“Amendment”) by and between the **CITY OF CARSON**, a California municipal corporation (“City”) with **DATA GENERAL CORPORATION**, a Delaware corporation and **SUPERION, LLC** (formerly known as **SUNGARD PUBLIC SECTOR INC.**, and **BI-TECH SOFTWARE, INC.** prior to that), a Delaware limited liability company (collectively “Contractor”) is effective as of the ____ day of _____, 2017.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated September 30, 1993 (“Agreement”) with a contract period of one year, whereby Contractor agreed to install and provide financial management and accounting software Services.

B. Agreement provides City the option of annual renewal of provision by Contractor of the financial management and accounting software Services.

B. Subsequent to the original one year period of coverage, the Agreement has been renewed regularly on an annual basis to continue the provision of financial management and accounting software Services by Contractor to City.

C. City and Contractor now desire to amend the Agreement for the 24th time, constituting the 24th extension of annual coverage, by memorializing in writing a renewal for the period of August 1, 2017 through July 31, 2018 of Contractor’s maintenance coverage pursuant to Section 11 [“Extended Maintenance”] of the Agreement.

TERMS

1. Contract Changes. The Agreement is amended as provided herein.

a. Section 11 of this Agreement remains as written and previously amended, with the exception of the following language is to be added to the end of Section 11 (“Extended Maintenance”):

City elects to renew BI-TECH’s maintenance and support coverage, as provided herein, for the period of August 1, 2017 through July 31, 2018, for the amount of \$97,631.78.

2. Continuing Effect of Agreement. Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

EXHIBIT NO. 4

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a California municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia L. Gause, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[cfn]

CONSULTANT:

SUPERION LLC (formerly known as SUNGARD PUBLIC SECTOR INC. and/or BI-TECH SOFTWARE, INC.), a Delaware limited liability company

By:_____
Name:
Title:

By:_____
Name:
Title:
Address:_____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

| CAPACITY CLAIMED BY SIGNER | DESCRIPTION OF ATTACHED DOCUMENT |
|---|---|
| <input type="checkbox"/> INDIVIDUAL | |
| <input type="checkbox"/> CORPORATE OFFICER | |
| <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> PARTNER(S)</div><div style="text-align: center;">TITLE(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div></div> | _____ TITLE OR TYPE OF DOCUMENT |
| <input type="checkbox"/> ATTORNEY-IN-FACT | |
| <input type="checkbox"/> TRUSTEE(S) | |
| <input type="checkbox"/> GUARDIAN/CONSERVATOR | _____ NUMBER OF PAGES |
| <input type="checkbox"/> OTHER _____ | |
| SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ | _____ DATE OF DOCUMENT |
| | _____ SIGNER(S) OTHER THAN NAMED ABOVE |

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

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| <input type="checkbox"/> | INDIVIDUAL | _____ |
| <input type="checkbox"/> | CORPORATE OFFICER | _____ |
| <input type="checkbox"/> | PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL | TITLE OR TYPE OF DOCUMENT _____ |
| <input type="checkbox"/> | ATTORNEY-IN-FACT | _____ |
| <input type="checkbox"/> | TRUSTEE(S) | NUMBER OF PAGES _____ |
| <input type="checkbox"/> | GUARDIAN/CONSERVATOR | _____ |
| <input type="checkbox"/> | OTHER _____ | DATE OF DOCUMENT _____ |
| SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____ | | SIGNER(S) OTHER THAN NAMED ABOVE _____ |