



RESOLUTION No. 18-466

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE ASSUMPTION AGREEMENT WITH SUPERION LLC FOR SOFTWARE LICENSE AND SERVICES AGREEMENT

WHEREAS, the County and SunGard Public Sector LLC entered into a certain Agreement for Software License, and Services Agreement on July 23, 2002 (Resolution 02-410); and

WHEREAS, SunGard Public Sector, LLC was acquired by Vista Equity Partners, and was rebranded to Superior, LLC on February 1, 2017, and no longer exists as a corporate entity.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada that the SunGard Public Sector to Superior LLC Agreement for Software License, and Services Assumption Agreement be and hereby is approved in substantially the same form attached hereto, and that the Chair of the Board is authorized to execute the Agreement on behalf of the County of Nevada.

Funding: 0101-11007-531-8000 521475

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25th day of September, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____

Edward Scofield, Chair

ASSUMPTION AGREEMENT

SunGard Public Sector to Superior LLC Agreement for Software License, and Services Agreement

THIS ASSUMPTION AGREEMENT ("Assumption Agreement") is made and entered into this 25th day of September 2018, by and between Nevada County, a municipal corporation of the State of California ("County"), and Superior, LLC ("Assignee") (each a "Party" and collectively, the "Parties"), and is made with reference to the following facts:

RECITALS

A. On July 23, 2002, County and SunGard Public Sector LLC entered into a certain Agreement for Software License, and Services Agreement and any and all supplements thereto (together herein referred to as "Agreements").

B. SunGard Public Sector, LLC was acquired by Vista Equity Partners and was rebranded to Superior, LLC ("Assignee") on February 1, 2017 and no longer exists as a corporate entity.

C. Assignee desires to assume SunGard's interest in the Agreement and County consents to the assumption of the interest in the Agreement by Assignee.

NOW THEREFORE, incorporating the above recitals and in consideration of the covenants and obligations set forth herein, the Parties agree as follows:

1. Assumption. Assignee assumes all of SunGard's rights and obligations as set forth in the Agreement.
2. Customer Consent. County hereby agrees and consents to the Assignee's assumption of all of SunGard's rights and obligations as set forth in the Agreement.
3. General Terms and Conditions. The following general terms and conditions shall apply to this Assumption Agreement.

The Parties expressly agree that this section shall survive the expiration or early termination of this Assumption Agreement.

3.1. Counterparts. This Assumption Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

3.2. Successors and Assigns. It is mutually understood and agreed that this Assumption Agreement shall be binding upon Customer and Assignee and their respective successors. Neither this Assumption Agreement nor any part hereof nor any monies due or to become due hereunder may be assigned by Assignee without the prior consent of County.

3.3. Governing Law. This Assumption Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of California.

3.4. Venue. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Assumption Agreement shall be tried in a court of competent jurisdiction in the State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

3.5. Notices. Service of any notices, bills, invoices or other documents required or permitted under this Assumption Agreement shall be sufficient if sent by one Party to the other by United States mail, postage prepaid and addressed as follows:

Customer: Nevada County
Information and General Services
950 Maidu Avenue Suite 130
Nevada City, CA 95959

Assignee: Superior, LLC
Lisa Neumann, Controller
1000 Business Center Drive
Lake Mary, FL 32746

3.6. Nondiscrimination. During the term of this Assumption Agreement, the Parties shall comply with the state and federal laws regarding non-discrimination.

3.7. Authority. The Parties executing this Assumption Agreement on behalf of County and Assignee each represent and warrant that they have the legal power, right and actual authority to bind the County and Assignee, respectively, to the terms and conditions hereof.

3.8. Severability. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Assumption Agreement shall be considered severable. In the event any provision, term, condition, covenant, and /or restriction, in whole and in part, in this Assumption Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Assumption Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Assumption Agreement and the remainder of this Assumption Agreement shall continue in full force and effect.

3.9. Effective Date. This Assumption Agreement shall be effective September 25, 2018.

ASSIGNEE:

By:



Lisa Neumann, Controller
Printed name & Title

September 17, 2018
Date Signed

COUNTY OF NEVADA:

By:



Honorable Edward C. Scofield
Chair, Board of Supervisors

9/27/18
Date Signed

Attest:



Julie Patterson Hunter
Clerk of the Board