

Contract Amendment
Installation and Use of a
Permit and Code Enforcement Software System
2011-06

This Amendment, entered into this ____ day of March 2016, by and between the Town of Miami Lakes, hereinafter referred to as the "Town", and SunGard Public Sector LLC, hereinafter referred to as "SunGard", with its principal place of address as 1000 Business Center Drive, Lake Mary, Florida 32746.

Whereas the Town and CRW Systems, Inc. ("CRW"), hereinafter referred to collectively as the "Parties", entered into a contract dated September 12, 2011 for the installation and use of a permit and code enforcement software system Contract 2011-06; and

Whereas CRW merged with SunGard on June 5, 2015; and

Whereas SunGard has agreed to continue to provide services in accordance with Contract 2011-06; and

Whereas the Town agrees to the assignment of said contract.

Now Therefore both parties agree as follows:

1. By signing below SunGard as the surviving Florida entity releases the Town from any further contractual responsibility or liability to CRW.
2. By signing below SunGard assumes all liabilities and responsibilities of CRW under said Contract.
3. SunGard shall provide the Town the required services as stipulated in the Contract.
4. Section F1 Indemnification, F1.1.1: This paragraph is deleted in its entirety and replaced with the following: SunGard will defend, indemnify and hold Town harmless from and against any loss, cost and expense that Town incurs in connection with a claim asserted against Town by a third party for: (i) bodily injury or death; or (ii) damage to any tangible or real property, and in either instance, to the extent proximately caused by the negligent acts or omissions of SunGard. SunGard's obligations under this indemnification are expressly conditioned on the following: (i) Town must promptly notify SunGard of any such claim; (ii) Town must in writing grant SunGard sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Town chooses to represent its own interests in any such action, Town may do so at its own expense, but such representation must not prejudice SunGard's right to control the defense of the claim and negotiate its settlement or compromise); and (iii) Town must cooperate with SunGard to facilitate the settlement or defense of the claim.
5. Section F2 Insurance, F.2.5: Notwithstanding, the AM Best rating shall be A-VIII.
6. Section F2 Insurance, F.2.6: Notwithstanding, SunGard shall only waive subrogation when the event is caused by SunGard.
7. Section F3 Proof of Insurance: Notwithstanding, certificates shall be provided after each insurance policy renewal, not with each invoice.
8. Section F3 Proof of Insurance: Notwithstanding, SunGard will not provide separate endorsements but will include City as additional insured for General Liability in blanket endorsement format with the additional insured status identified in the description box of the certificate of insurance.
9. The notices provision under Article 23 of the contract is revised to reflect the points of contact as follows:

Town

Alex Rey
Town Manager
6601 Main Street
Miami Lakes, FL 33014
reya@miamilakes-fl.gov
(305) 364-6601

SunGard Public Sector LLC

Paul Valis
Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746
paul.valis@sungardps.com
(407) 304-3003

Contract #2011-06

Procurement Manager
semeraroc@miamilakes-fl.gov
(Same address and telephone number as above)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year written above.

Town of Miami Lakes: _____
Alex Rey, Town Manager

Attest: _____
Gina Inguanzo, Town Clerk

SunGard Public Sector LLC: _____
Authorized Signatory Name Printed Signature

Title