

## 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 **SUPERION, LLC successors to SUNGARD PUBLIC SECTOR INC.** (collectively "Contractor") is effective as of the 1st day of August, 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.

C. 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.

D. City and Contractor now desire to amend the Agreement for the 24<sup>th</sup> time, constituting the 24<sup>th</sup> 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.

**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.

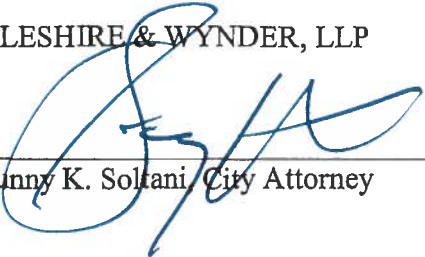


ATTEST:

  
Donesia Gause, City Clerk

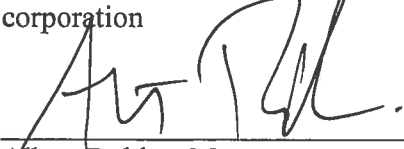
APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP


  
Sunny K. Solani, City Attorney

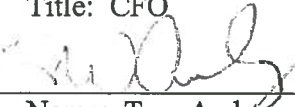
CITY:

CITY OF CARSON, a municipal corporation

  
Albert Robles, Mayor

CONTRACTOR:

By:   
Name: Robert Valvano  
Title: CFO

By:   
Name: Tom Amburgey  
Title: VP & General Manager

Address: 1000 Business Center Drive  
Lake Mary  
Florida 32746

Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'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 JUNE 11, 2017 before me, Marshall Harris, personally appeared ROBERT VANAVO Tom AMBROSIO, 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: \_\_\_\_\_

*Marshall Harris*



## 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  | _____                                  |
| <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:<br>(NAME OF PERSON(S) OR ENTITY(IES))<br>_____<br>_____ |  | SIGNER(S) OTHER THAN NAMED ABOVE _____ |





# CERTIFICATE OF LIABILITY INSURANCE

2/1/2018

DATE (MM/DD/YYYY)

6/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |  |
|---|--|--|
| <b>PRODUCER</b><br>Lockton Insurance Brokers, LLC<br>CA License #OF15767<br>Three Embarcadero Center, Suite 600<br>San Francisco CA 94111<br>(415) 568-4000 | <b>CONTACT</b><br>NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL:<br>ADDRESS:  |  |
|   | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> National Fire Insurance Co of Hartford<br><b>INSURER B:</b> Continental Casualty Company<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
| <b>INSURED</b><br>1424762 Superion, LLC<br>1000 BUSINESS CENTER DR.<br>Lake Mary FL 32746   | <b>NAIC #</b><br>20478<br>20443  |  |

**COVERAGES** RAMHO01 **CERTIFICATE NUMBER:** 14761767 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD                                    | SUBR WVD | POLICY NUMBER                       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--|----------|-------------------------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER                                       | Y  | N        | 6045933018                          | 2/1/2017                | 6/20/2018               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> Comp. Ded \$1,000 Coll. Ded. \$1,000 | N  | N        | 6045933004                          | 2/1/2017                | 6/20/2018               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX   |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |  |          | NOT APPLICABLE                      |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>AGGREGATE \$ XXXXXXXX<br>\$ XXXXXXXX   |
| B B      | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input checked="" type="checkbox"/> Y | N/A      | 6045933021 (CA)<br>6045933035 (AOS) | 2/1/2017<br>2/1/2017    | 2/1/2018<br>2/1/2018    | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E L EACH ACCIDENT \$ 1,000,000<br>E L DISEASE - EA EMPLOYEE \$ 1,000,000<br>E L DISEASE - POLICY LIMIT \$ 1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
DSG and the City of Carson are included as Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

**CERTIFICATE HOLDER**

14761767  
City of Carson  
701 East Carson Street  
P.O. Box 6234  
Carson CA 90749

**CANCELLATION** See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.