

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
SUNGARD AVAILABILITY SERVICES LP FOR IT DISASTER RECOVERY SERVICES**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Sungard Availability Services, LP, formerly known as SunGard Availability Services LP, a Pennsylvania limited partnership authorized to do business in the State of Florida ("Sungard" or "Contractor") (collectively County and Contractor are referenced as the "Parties").

**RECITALS**

A. On May 29, 2013, the Parties entered into the Agreement Between Broward County and SunGard Availability Services LP for Information Technology ("IT") Disaster Recovery Services (the "Agreement"), incorporating the terms of State Contract No. 991-268-11-1 ("State Contract"). The Agreement is currently scheduled to expire on August 8, 2018.

B. Subsequently, on September 5, 2013, the State Contract was amended by Amendment 1, which is an assignment agreement between DSM.Net, assignor, and DSM Technology Consultants, LLC, assignee.

C. Thereafter, the State Contract was amended by Amendment 2, which, among other things, renewed the State Contract such that it expires on August 8, 2020.

D. The Parties desire to amend the Agreement to conform to updated County security requirements, to renew the term of the Agreement to be coterminous with the State Contract, and to increase the authority of the Director of Purchasing to execute Work Authorizations.

E. In addition, the Parties desire to amend the insurance requirements of the Contractor as outlined in Exhibit E to the Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect, including all Exhibits. Amendments are indicated herein by use of strikethroughs to indicate deletions, and bold/underlining to indicate additions.

3. Paragraph 5 of the Agreement is amended as follows:

5. The initial term of this Agreement shall be for the period from June 1, 2013, up to and including August 8, ~~2015~~ **2020** ("Initial Term"). The term of this Agreement may be

renewed by written agreement of Contractor and the County (as exercised by the Director of Purchasing) for a period(s) of up to an additional three (3) years in the aggregate in accordance with Section 4.26 of the State Contract.

4. Paragraph 6 of the Agreement is amended as follows:

6. Pursuant to Section 5.16 of the State Contract, County shall pay for such work and services set forth in the SOW at the rate(s) identified in Exhibit D ("Price Sheet") hereto **or any lower rate otherwise made available by Contractor under the State Contract, unless otherwise agreed in the applicable Work Authorization.** The total maximum compensation for the Initial Term of this Agreement, excluding any extensions, shall not exceed the amount of ~~One Million Six Hundred Thousand Dollars (\$1,600,000)~~ **Two Million Dollars (\$2,000,000)**, which amounts shall be paid as specifically detailed in Exhibit D only for work or goods actually performed or provided and completed pursuant to the Agreement, and which amounts shall be accepted by Contractor as full compensation for all such work and goods.

5. Exhibit E, the Insurance Requirements, is amended and replaced in its entirety with the attached Exhibit E.

6. County and Contractor shall document the type, amount, and timing of such goods or services purchased by County under this Agreement pursuant to a Work Authorization (in substantially the form attached as Exhibit C to the Agreement) executed by Contractor and County pursuant to this section, and provided that no such selection, when combined with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 6 of the Agreement. Notwithstanding anything to the contrary in the Agreement, Work Authorizations shall be executed on behalf of the County as follows: the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; the Purchasing Director may execute Work Authorizations for which the total cost to the County in the aggregate does not exceed the amount indicated in Section 6 of the Agreement. Any Work Authorizations above the County's Purchasing Director authority stated herein shall require Board approval. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Contractor shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

7. For the duration of the Agreement, Contractor shall fully comply with any security requirements of the County as may be identified by County from time to time pursuant to Section 4.32 and Section 4.33 of the State Contract.

8. The effective date of this First Amendment shall be the date of complete execution by the Parties.

9. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2018, and SUNGARD AVAILABILITY SERVICES LP, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2018

Insurance requirements  
approved by Broward County  
Risk Management Division

By Colleen Pounall 05/23/18  
Signature (Date)

Colleen Pounall Risk Analyst  
Print Name and Title above

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By [Signature] 5/23/18  
René D. Harrod (Date)  
Deputy County Attorney

RDH/he  
05/07/2018  
Sungard First Amendment  
#274529.3

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
SUNGARD AVAILABILITY SERVICES LP FOR IT DISASTER RECOVERY SERVICES**

CONTRACTOR

WITNESSES:

Victoria Claus Parks  
Signature

Victoria Claus Parks  
Print Name of Witness

Elizabeth C. McCormick  
Signature

ELIZABETH C. MCCORMICK  
Print Name of Witness

SUNGARD AVAILABILITY SERVICES LP

By M/H  
Authorized Signor

Mark Hogan  
Print Name and Title

22 day of May, 2018

ATTEST:

[Signature]  
Corporate Secretary or authorized agent

(CORPORATE SEAL)

# **EXHIBIT E**

Project: **IT Disaster Recovery Services**  
Contract Manager: **Delphine Ritter**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000 \$2,000,000	
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$100,000	
<input checked="" type="checkbox"/> <b>CYBER LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$1,000,000 3 years \$10 k	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$1,000,000 3 years \$10 k	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$10 k	Completed Value
<b>Description of Operations:</b> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability. Policies shall be endorsed to provide 30 days written notice of cancellation to Certificate Holder, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from Certificate Holder. *Contractor is responsible for <u>all</u> Deductibles.					

**CERTIFICATE HOLDER:**

Broward County  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

Digitally signed by  
cpounalle@broward.org  
DN:  
cn=cpounalle@broward.org  
Date: 2018.02.05 11:09:38  
-05'00'

Risk Management Division