

## Superion, LLC

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #472-S1611

**THIS FIRST AMENDMENT** to that Agreement for Services #472-S1611, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY" or "Customer"), and SunGard Public Sector LLC, a Florida Limited Liability Company duly qualified to conduct business in the State of California, whose principal place of business is 1000 Business Center Drive, Lake Mary, Florida 32746, and whose local address is 2036 Corte Del Nogal, Suite 200, Carlsbad, California 92011, and whose Agent for Service of Process is CT Corporation System, 818 West Seventh Street, Suite 930, Los Angeles, California 90017 (hereinafter referred to as "CONSULTANT" or "SunGard");

### RECITALS

**WHEREAS**, SunGard Public Sector LLC, has been engaged by COUNTY to provide the installation, integration and training of the TRAKiT software, a planning, permitting and parcel management software solution;

**WHEREAS, ARTICLE IX, Assignment and Delegation**, of the Agreement prohibits SunGard Public Sector LLC from assigning services to be provided without the prior written consent of COUNTY;

**WHEREAS**, SunGard Public Sector LLC has been acquired by Superion, LLC, effective February 1, 2017;

**WHEREAS**, SunGard Public Sector LLC has requested that the COUNTY accept work under the Agreement by Superion, LLC and approve the assignment of the Agreement from SunGard Public Sector LLC to Superion, LLC;

**WHEREAS**, SunGard Public Sector LLC shall remain liable for all obligations, covenants, conditions, and/or liabilities for services already performed under the terms and conditions of the Agreement for all services performed prior to February 1, 2017;

**WHEREAS**, notwithstanding the assignment, SunGard Public Sector LLC, acknowledges and agrees that all existing indemnity and insurance obligations of SunGard Public Sector LLC, will remain in full force and effect for services performed prior to February 1, 2017, and as thereafter required by the Agreement;

**WHEREAS**, Superion, LLC will assume all Consultant's duties, responsibilities, and obligations, including insurance and indemnity obligations, for all services performed under the terms and conditions of the Agreement, commencing on February 1, 2017;

**WHEREAS**, the parties hereto have mutually agreed to amend the Agreement to update the invoice address amending **ARTICLE III, Compensation for Services**;

**WHEREAS**, the parties hereto have mutually agreed to amend the Agreement to update the notice to parties amending **ARTICLE XIV, Notice to Parties**;

**WHEREAS**, the parties hereto have mutually agreed to amend the Agreement to update the COUNTY Contract Administrator amending **ARTICLE XXVIII, Contract Administrator**;

**WHEREAS**, the parties hereto have mutually agreed to amend the Agreement to include **ARTICLE XXXIV, Assignment**, a provision that expressly states the terms of COUNTY's approval of the assignment of the Agreement from SunGard Public Sector LLC to Superior, LLC;

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows and COUNTY approves of the assignment of the Agreement from SunGard Public Sector LLC to Superior, LLC on the following terms and conditions:

- I. All references to SunGard Public Sector LLC are substituted with Superior, LLC.
- II. **ARTICLE III, Compensation for Services, paragraph 4, is amended to read as follows:**

Itemized invoices shall follow the format specified by COUNTY subject to the prior approval of CONSULTANT and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect CONSULTANT's charges for the specific services billed on those invoices. Invoices shall be mailed to COUNTY at the following address:

County of El Dorado  
Community Development Services  
Administration and Finance  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Creighton Avila  
Deputy Chief Administrative Officer

or to such other location as COUNTY directs.

**III. ARTICLE XIV, Notice to Parties, of the Agreement is amended in its entirety to read as follows:**

**ARTICLE XIV**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be in duplicate and addressed as follows:

To COUNTY:

With a copy to:

County of El Dorado  
Community Development Services  
2850 Fairlane Court  
Placerville, California 95667

County of El Dorado  
Community Development Services  
Administration and Finance  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Creighton Avila  
Deputy Chief Administrative  
Officer

Attn.: Michele Weimer  
Administrative Services Officer  
Contracts & Procurement

or to such other location as COUNTY directs.

Notices to Consultant shall be addressed as follows:

Superior, LLC  
Attn: Legal Counsel  
1000 Business Center Drive  
Lake Mary, Florida 32746

or to such other location as Consultant directs.

**IV. ARTICLE XXVIII, Contract Administrator, of the Agreement is amended in its entirety to read as follows:**

**ARTICLE XXVIII**

**Contract Administrator:** The COUNTY Officer or employee with responsibility for administering this Agreement is Creighton Avila, Deputy Chief Administrative Officer, or successor.

**V. The Agreement is further amended to add a new Article XXXIV to read as follows:**

**ARTICLE XXXIV**

**Assignment:** Pursuant to ARTICLE IX, Assignment and Delegation, of the

Agreement, COUNTY approves the assignment of the Agreement from SunGard Public Sector LLC (previous Consultant) to Superior, LLC (CONSULTANT), effective February 1, 2017, on the following terms and conditions. Superior, LLC assumes all duties, covenants, obligations, and responsibilities, including all indemnity and insurance obligations, of Consultant under the Agreement and all amendments thereto, and is responsible for executing, performing, and providing all work and services as of February 1, 2017, in accordance with all terms and conditions as set forth in and as defined in the Agreement and all amendments thereto. SunGard Public Sector LLC shall remain liable, jointly and severally, for all work performed and service provided prior to February 1, 2017 and all of SunGard Public Sector LLC's insurance and indemnity obligations set forth in the Agreement shall remain in full force and effect on the terms set forth in the Agreement notwithstanding the assignment of the Agreement.

Except as herein amended, all other parts and sections of Agreement for Services #472-S1611 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator and Department Concurrence:**

By: \_\_\_\_\_  
Creighton Avila  
Deputy Chief Administrative Officer

Dated: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #472-S1611 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Board of Supervisors  
"COUNTY"

Attest:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Deputy Clerk

**-- SUPERION, LLC --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

"CONSULTANT"