

Addendum to CSP Terms and Conditions
Dated January 1, 2019 between
City of Clearwater ("Customer") and
Convergint Technologies LLC ("Convergint")

This Addendum amends and supplements the CSP Terms and Conditions between Customer and Convergint with the effective date of January 1, 2019 (hereinafter, "Agreement"). Customer and Convergint agree to modify the Agreement as follows:

1. In the event of a conflict between the terms of the Agreement and the terms of any of the other documents referred to or incorporated into the Agreement, the terms of the Agreement shall control.
2. The last sentence of Section 13 shall be replaced with the following:

"Customer shall indemnify-and hold harmless Convergint, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergint. This indemnification shall not be construed as a waiver of Customer's sovereign immunity or any provision of §768.28, Florida Statutes. The value of this indemnification is limited to the limitations of §768.28, Florida Statutes. This indemnification is not intended to nor shall be interpreted as limiting or in any way affecting any defense Customer may have under §768.28, Florida Statutes or as consent to be sued by third parties."

This Addendum agreed to between Customer and Convergint is entered into this day and shall be incorporated into the original Agreement.

City of Clearwater

By: _____

Name: _____

Title: _____

Convergint Technologies LLC

By: _____

Name: _____

Title: _____

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Countersigned:

CITY OF CLEARWATER, FLORIDA

Frank Hibbard

Mayor

By:

Micah Maxwell

Interim City Manager

Approved as to form:

Attest:

Assistant City Attorney

Rosemarie Call

City Clerk