



AGREEMENT SUMMARY

NAME OF OTHER CONTRACTING PARTY

SPRINT SOLUTIONS INC..

PROPOSED ACTION

[X] NEW ITEM [] AMENDMENT, NUMBER [] RENEWAL [] EXTENSION

DOCUMENT TYPE

Other Two-Party Agreement

PURPOSE

Agreement between Broward County and Sprint Solutions, Inc. to provide for long distance services Countywide, Request for Letters of Interest (RLI) R0684315R1

SPECIAL PROVISIONS (select if applicable)

[] LIVING WAGE PROGRAM [] M/WBE PROGRAM
[] SBE SHELTERED MARKET PROGRAM [] REQUIRES IN-KIND MATCH: \$ OR %
[] FEDERAL DBE PROGRAM [] REQUIRES CASH MATCH: \$ OR %
[] CDBE PROGRAM

EFFECTIVE DATES (new agreements only)

START: Upon execution by County
END: 3 years and 6 months from date of execution

EFFECTIVE DATES (amendments only)

[] NO CHANGE
[] END DATE HAS CHANGED FROM TO
[] TERM HAS FROM TO

CONTRACT ADMINISTRATOR

NAME: Jeffrey Mowry, CIO Enterprise Technology Services
PHONE: 954-357-8821

CONTRACT TYPE

[] COST REIMBURSEMENT [X] OPEN-END
[] FIRM FIXED PRICE [] TIME AND MATERIALS
[] PERFORMANCE BASED [] OTHER

CONTRACT VALUE (new contracts)

[] ACTUAL [X] ESTIMATED
Base amount \$1,019,832.00
Reimbursables \$0.00
Optional Services
Total contract value \$1,019,832.00

CONTRACT VALUE (amendments only)

[] NO CHANGE [] ACTUAL [] ESTIMATED
Original approved contract value
Approved previous adjustments
Value of this action
Amended total contract value

PAYMENT METHOD

[] LUMP SUM PAYMENT
[] MILESTONE / PROGRESS BASED
[X] SCHEDULED OR TIME-BASED
[] OTHER

PAYMENT TERMS

Estimated annualized cost - \$185,424
(Optional 2 one-year terms)

COST ADJUSTMENT

[] NOT APPLICABLE [] FIXED PERCENTAGE % [] ACTUAL COST
[] CPI OR OTHER INDEX [] FIXED COST \$ [] OTHER

EQUITY PROGRAM PARTICIPATION SUMMARY

Total County established M/WBE, SBE, CDBE, or DBE participation goal for this action or project: N/A
Total contractor-committed M/WBE, SBE, CDBE, or DBE participation goal planned for this action or project: N/A
M/WBE, SBE, CDBE, or DBE participation to date: N/A

RENEWAL OR EXTENSION TERMS

TWO ONE-YEAR PERIODS

TERMINATION AND CANCELLATION PROVISIONS

FOR CAUSE: IF PARTY HAS NOT CORRECTED BREACH WITHIN 30 CALENDAR DAYS AFTER WRITTEN NOTICE FROM AGGRIEVED PARTY IDENTIFY THE BREACH.
FOR CONVENIENCE: BY ACTION OF THE BOARD UPON NOT LESS THAN 10 DAY WRITTEN NOTICE BY CONTRACT ADMINISTRATOR.

DELIVERABLES, MILESTONES OR SCOPE OF THIS ACTION

N/A

LIST TERMS, CONSIDERATIONS OR DEVIATIONS FROM STANDARD COUNTY FORM.

1. Article 5 of the Agreement includes changes to the County's standard indemnification clause by limiting indemnification to claim for bodily injury or death and claims for damage to personal or tangible property.
2. Article 5 also provides that each party's liability under the

agreement is limited to direct proven damages to personal, real or tangible property or three times the amount of the agreement. Service disruptions are not included under this limitation of liability. Credit for service disruptions is addressed elsewhere in the agreement.

3. Article 5 also provides that neither party is liable to the other for consequential, incidental, or indirect damages.

4. Article 5 also provides for a disclaimer of liability by Sprint for a number of events, acts or omissions by the County or third parties, including:

- Unauthorized use or hacking of County equipment by a third party;
- Failure of County to obtain the permits, licenses or permissions to allow Sprint to provide services;
- That the content of information transmitted or received by Sprint through this Agreement, where such content results in a claim of libel, slander, invasion of privacy, copyright or infringement, invasion or alteration of private data, patent infringement for equipment not provided by Sprint, or computer viruses;
- County's breach of licensing or other provisions of this agreement; and
- Failure of County to pay applicable taxes.

5. Exhibit A, Attachment C, section E.4, includes an additional limitation on liability for the provision of Sprint's E-911 services.

Enterprise Technology Services staff has reviewed the County Attorney's comments and provides the following:

1. Sprint personnel will not be performing any physical labor on-site. They will be coordinating the implementation of the project.

2. Sprint is performing consulting and project management activities, as a result, mitigates our liability.

3. The scope of work being performed is related to telephone number porting from AT&T's network to Sprint's network. This task is carried-out at their respective facilities.

4. This is applicable to any wireline carrier service provider. It is inherent in the course of business operations.

5. The limitation for dialing 911 through the Voice Over Internet Protocol (VOIP) system is not a financial limitation but a contractual recognition by the County that there are a number of scenarios that could cause a 911 call to fail. These risks are present with our existing local telephony service contract provider, AT&T. The County has, and will continue to make sure that 911 end user information/location is properly maintained in the provider database during the initial circuit installation, ongoing monitoring, and as needed for user moves, adds and changes.