



BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

AGREEMENT SUMMARY

EXHIBIT 1

1. Other Contracting Party:  
PASSUR Aerospace, Inc.

2. Proposed Action:  
 New Contract    Amendment, Number    Renewal    Extension

3. Document Type (select one):

4. Purpose/Description:  
PASSUR Data Subscription Services, Landing Fee Management, Billing Module, Landing Fee Management Audit Module and Operations Archive, Integrated Traffic Management (PITM), Web Tracker, RightETA, Noise Feed/Aircraft Flight Tracker and Surface Optimization Program for the Aviation Department.

5. Special Provisions (select if applicable):  
 Living Wage Program    SBE Sheltered Market Program  
 Workforce Investment Pilot Program    M/WBE Program  
 Federal DBE/ACDBE program    In-Kind Match Required: \$ \_\_\_\_\_ or \_\_\_\_\_ %  
 CBE Program    Cash Match Required: \$ \_\_\_\_\_ or \_\_\_\_\_ %

6.a. Effective Dates (for new agreements only):  
Start : October 1, 2016  
End: Initial three-year term with two one-year optional renewal periods.

6.b. Effective Dates (amendments only):  
 No Change  
 End date has changed from \_\_\_\_\_ to \_\_\_\_\_.  
 Term has from \_\_\_\_\_ to \_\_\_\_\_.

7. Contract Administrator:  
Name: Angela Scott  
Phone: 954-359-6166

8. Contract Type:  
 Cost reimbursement    Open-end  
 Firm fixed price    Time and materials  
 Performance-based    Other \_\_\_\_\_

9.a. Contract Value (new contracts)  
 Actual    Estimated

|                            |   |
|----------------------------|---|
| Base amount                | \$2,000,000   |
| Reimbursables              | N/A   |
| Each Optional Renewal Term | \$650,000/annually<br>(\$1,300,000 total for two renewal terms) |
| Optional Services          | \$100,000   |
| Total contract value       | \$3,400,000   |

9.b. Contract Value (amendments only)  
 No change    Actual    Estimated

|                                  |  |
|----------------------------------|--|
| Original approved contract value |  |
| Approved previous adjustments    |  |
| Value of this action             |  |
| Amended total contract value     |  |

10. Payment Method  
 Lump Sum Payment  
 Milestone or Progress-Based  
 Scheduled or Time-Based  
 Other

11. Payment Terms  
County shall pay Provider within 30 days of receipt of Provider's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49). Payment shall be made to Provider at the most recent address designated under the "Notices" provision of the Agreement.

12. Cost Adjustment  
 Not Applicable    Fixed Percentage - \_\_\_%    Actual Cost  
 CPI or other Index    Fixed Amount - \$\_\_\_\_\_    Other:

13. Equity Program Participation Summary  
a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: N/A  
b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A  
c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

14. Renewal or Extension Terms:  
County shall have the option to renew this Agreement for two additional one-year terms by sending notice thereof to Provider at least 30 days prior to the expiration of the then-current term. The Purchasing Director is authorized to

15. Termination and Cancellation Provisions  
For Cause: This Agreement may be terminated for cause based on any breach that is not cured within 30 days after written notice from the aggrieved party identifying the breach.

exercise this renewal option. In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an extension not practicable or if no extension is available, and expiration of this Agreement would result in a gap in the provision of services necessary for the ongoing operations of the County, then this Agreement may be extended on the same terms and conditions by the Purchasing Director for period(s) not to exceed six months in the aggregate.

For Convenience: This Agreement may also be terminated for convenience by the Board upon providing written notice to Provider of the termination date, which shall be not less than 90 days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective 30 days after such notice of termination for cause is provided.

**16. Deliverables, milestones or scope of this action:**

Broward County Aviation Department requires the technology in order to retrieve, process and display data associated with aircraft movements on or around the Fort Lauderdale-Hollywood International or North Perry Airports. These interrelated product modules will provide: Accurate data for aircraft landings to be used for billing purposes; Automated billing to airlines for aircraft landings; A web-based platform for subscribers to view data presentations including an intra-airport communications tool to display, log and communicate all airport related activities and Federal Aviation Administration data; accurate depiction, logging and database presentation of aircraft ground movements; accurate depiction, logging and database presentation for aircraft arrival/departure times. Accurate depiction, logging and database presentation for required Federal Aviation Administration Noise Analysis and Surface Optimization software solution for automating, depicting, logging and solving aircraft ground movement and parking problems.

Support, Maintenance and Software as a Service is required on a yearly basis and from time to time Optional Services may be required to meet needs not previously anticipated that may not be covered under Supported and Maintenance.

**17. List terms, considerations or deviations from standard county form.**