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BROWARD

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

EXHIBIT 1

AGREEMENT SUMMARY				
1. Other Contracting Party:				
AT&T CORP.				
2. Proposed Action:		_	3. Document Type (select one):	
New Contract		Extension	Data Circuits and Support Master Agreement	
4. Purpose/Description:				
Provides data communications services. Broward County currently owns and manages an estimated 58 miles of private fiber optic communications infrastructure serving most of the large County locations in a redundant failsafe design. For remote or isolated locations where County fiber optic communications infrastructure is not cost effective, the Enterprise Technology Services Division relies upon vendor services for telephone and internet.				
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 I	Cash Match Required: \$ or %		
6.a. Effective Dates (for new agreements only):		6.b. Effective Dates (amendments only):		
Start : <u>Upon Full Execution</u>		☐ No Change		
End: Five (5) Years from Final Acceptance		End date has changed from to		
		Term has from to .		
7. Contract Administrator:		8. Contract Type:		
Name: Keith Wolf		Cost reimbur	rsement Dpen-end	
		Firm fixed pr	= :	terials
Phone: 954- <u>357-5918</u>		Performance	_	
9.a. Contract Value (new contracts)		9.b. Contract Value (amendments only)		
Actual Estimated		No change Actual Estimated		
Services and Goods as Ordered by County per	\$13,750,000.00		Original approved contract value	
the Exhibits in the Agreement			Approved previous adjustments	
Each Optional One Year Renewal Term	\$13,750,000.00		Value of this action	
\$2,750,000 (five one-year terms total)			Amended total contract value	
Optional Services	\$100,000.00			
Total contract value	\$27,600,000.00			
10. Payment Method	11. Payment Terms			
Lump Sum Payment Milestone or Progress-Based Scheduled or Time-Based Other	County shall pay Provider within thirty (30) days of receipt of Provider's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49), unless otherwise stated in Exhibit B (Payment Schedule), the Pricing Schedule or the applicable Order.			
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: 0%				
b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: $\underline{0\%}$				
c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: $\underline{0\%}$				

14. Renewal or Extension Terms:

RENEWAL:

COUNTY SHALL HAVE THE OPTION TO RENEW THIS AGREEMENT FOR FIVE (5) ADDITIONAL ONE (1) YEAR TERMS BY SENDING NOTICE THEREOF TO PROVIDER AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE THENCURRENT TERM (EACH, A "RENEWAL TERM"). THE PURCHASING DIRECTOR IS AUTHORIZED TO EXERCISE THIS RENEWAL OPTION.

EXTENSIONS: 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 (6) MONTHS IN THE AGGREGATE.

15. Termination and Cancellation Provisions

For Cause: Article 11 This Agreement may be terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved part identifying the breach.

For Convenience: Article 11 This Agreement may be terminated for convenience by the Board upon providing written notice to Provider of the termination date, which shall not be less than thirty (30) days after the date such written notice is provided.

16. Deliverables, milestones or scope of this action:

Provider may submit invoices only for goods provided and services completed in accordance with the applicable Order or Pricing Schedule, and in accordance with Exhibit B {Payment Schedule}. Unless otherwise indicated in the applicable Order, Pricing Schedule or Exhibit B, an original plus one copy of each invoice must be submitted within fifteen (15) days after the billing period for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all services are completed. Unless otherwise stated in Exhibit B or the applicable Work Authorization, any Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period.

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

Disclosure Items for Data Circuits and Support Master Agreement are found In Exhibit 1, Page 3.

Rev. 1/1/15