



BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

AGREEMENT SUMMARY

EXHIBIT 1

1. Other Contracting Party:

AT&T MOBILITY NATIONAL ACCOUNTS, LLC

2. Proposed Action:

New Contract Amendment, Number Renewal Extension

3. Document Type (select one):

Other Participation Addendum

4. Purpose/Description:

Participating Addendum Pursuant to Contract between Florida Department of Management Services and AT&T Mobility for Cellular Services.

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 : Upon Execution
End: 01/11/2022

6.b. Effective Dates (amendments only):

No Change
 End date has changed from _____ to _____.
 Term has from _____ to _____.

7. Contract Administrator:

Name: Keith Wolf
Phone: 954-357-5918

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	\$450,000 annually
Reimbursables	
Optional Services	
Total estimated contract value	\$450,000 annually

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 Service provider within thirty (30) days of receipt of Service Provider's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49).

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: None
b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: None
c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: None

14. Renewal or Extension Terms:

THE TERM OF THE ADDENDUM SHALL CONTINUE FOR THE DURATION OF THE FLORIDA CONTRACT (INCLUDING EXTENSIONS THERETO), UNLESS EARLIER TERMINATED PER THE FLORIDA CONTRACT SECTIONS, INCLUDING WITHOUT LIMITATION SECTIONS 2.03, 2.04, 2.05 OR 2.06.

15. Termination and Cancellation Provisions

For Cause: THIS AGREEMENT MAY BE TERMINATED UPON AN EVENT OF DEFAULT BY EITHER PARTY IF SUCH EVENT OF DEFAULT IS NOT CURED BY DEFAULTING PARTY WITHIN THIRTY (30) DAYS OF RECEIPT OF WRITTEN NOTICE OF THE EVENT OF DEFAULT. THE NON-DEFAULTING PARTY SHALL HAVE THE IMMEDIATE RIGHT, WITHOUT FURTHER NOTICE OR PROCEEDINGS, TO PURSUE SUCH REMEDIES AND OTHER ACTIONS AS TEAT PARTY MAY DEEM APPROPRIATE.
For Convenience: STATE CONTRACT PROVIDES TERMINATION FOR CONVENIENCE UPON 180 DAYS ADVANCE WRITTEN NOTICE. NOTE NO CANCELLATION CHARGES OR LOST PROFITS MAY BE CHARGED UPON

TERMINATION FOR CONVENIENCE.

16. Deliverables, milestones or scope of this action:

Mobile Communication Services

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

See Disclosure Items for Participating Addenda to Florida Department of Management Services (State Contract No. DMS-10/11-008n)

Rev. 1/1/15

**DISCLOSURE ITEMS FOR PARTICIPATING ADDENDA TO FLORIDA DEPARTMENT OF
MANAGEMENT SERVICES (STATE CONTRACT No. DMS-10/11-008n)**

ISSUE	CONTRACT LANGUAGE	ETS/COUNTY COMMENTS/RESPONSE
Term	Term is from the execution date for the duration of the Florida contract (5 years plus renewable for up to 5 years) (Participating Addendum § 4.1; Florida Contract § 2.0)	This is per County request.
Termination	State Contract provides termination for convenience upon 180 days advance written notice (County standard is 30 days). Note no cancellation charges or lost profits may be charged upon termination for convenience. (Florida Contract § 2.03)	This advance notice requirement is acceptable to ETS.
Limitation of Liability	The Provider's liability is limited to the proportionate charge to the County for the period of service during which the error/outage occurs, excludes dropped connections, lack of network coverage, third party equipment, or causes beyond the provider's reasonable control. (Florida Contract, § 12.0)	This is standard in the industry and part of the underlying Florida Contract. ETS has evaluated the risk and deems the most likely exposure to be equal or less than the limits of liability set forth herein.
Warranties	The Provider disclaims all warranties in the Florida Contract. (Florida Contract, § 11.0)	This is nonstandard, but is not unexpected given the nature of the embedded software. This is part of the underlying Florida Contract, and ETS has evaluated the risk and deems this to be of minimal exposure, at most; ETS recommends accepting this provision.
Amendments	Any amendments adopted by Florida shall be binding on the County unless terminated by the Director of Purchasing within 60 days after the effective date of the amendment (§ 1.3)	This was included at County request to retain authority to approve or disapprove any amendments entered into by the State.
Insurance	Minor modifications to County standard insurance, including that County is additional insured under only the commercial liability and excess liability and that insurance contracts need only be provided as required by Florida law.	Risk approved modifications to standard County insurance provisions.
Service Level Agreement	The Florida Contract uses the applicable Service Level Agreement of the Provider (AT&T, etc.) (Florida AT&T Contract § 3.01 and Exhibit 5; Florida Verizon Contract § 1.12 and Exhibit 5; Spring § 9.02.01 and Exhibit 5), which is materially different from the County SLA.	The County SLA is designed to be negotiated and tailored to the specific Provider. The vendors' SLAs are industry standard for their services and are acceptable to ETS.

Software License	Any pre-installed/embedded software provided on devices or equipment is licensed for use only on that device, subject to third party terms of use, and the terms of use or access may be changed by the Provider or the licensor/supplier without notice. (Florida AT&T Contract § 8.05 and § 8.06; Florida Sprint Contract § 5.05)	This is nonstandard, but is not unexpected given the nature of the embedded software. This is part of the underlying Florida Contract, and ETS has evaluated the risk and deems this to be of minimal exposure, at most; ETS recommends accepting this provision.
Technology Transition	Florida Sprint Contract contains reservation of right for Sprint to migrate County from national network to either push-to-talk product or customer-selected non-push-to-talk product, upon at least 12 months' notice. (Florida Sprint Contract § 6.04)	Given the amount of notice, this is acceptable to ETS.