



BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

AGREEMENT SUMMARY

EXHIBIT 1

1. Other Contracting Party:

GLOBAL TRAFFIC TECHNOLOGIES, LLC.

2. Proposed Action:

☐ New Contract
 ☒ Amendment, Number 1
 ☐ Renewal
 ☐ Extension

3. Document Type (select one):

First Amendment to Agreement

4. Purpose/Description:

Provides for the SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT of traffic signal preemption equipment and software.

5. Special Provisions (select if applicable):

<input type="checkbox"/> Living Wage Program	<input type="checkbox"/> SBE Sheltered Market Program
<input type="checkbox"/> Workforce Investment Pilot Program	<input type="checkbox"/> M/WBE Program
<input type="checkbox"/> Federal DBE/ACDBE program	<input type="checkbox"/> In-Kind Match Required: \$ _____ or _____ %
<input type="checkbox"/> CBE Program	<input type="checkbox"/> Cash Match Required: \$ _____ or _____ %

6.a. Effective Dates (for new agreements only):

Start : _____

End: _____

6.b. Effective Dates (amendments only):

☐ No Change
☒ End date has changed from 10/12/2018 to 10/12/2023.
☐ Term has from __ yrs to __ yrs .

7. Contract Administrator:

 Name: Scott Brunner, P.E.
 Phone: 954-847-2600

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	
Reimbursables	
Optional Services	
Total contract value	

9.b. Contract Value (amendments only)

☐ No change
 ☐ Actual
 ☒ Estimated

Original approved contract value	\$2,131,660.00
Approved previous adjustments	
Value of this action	\$10,805,000.00
Amended total contract value	\$10,805,000.00

10. Payment Method

☐ Lump Sum Payment
☐ Milestone or Progress-Based
☒ Scheduled or Time-Based
☐ Other

11. Payment Terms

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).

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: _____
- b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: _____
- c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: _____

14. Renewal or Extension Terms:

The parties may renew this Agreement for up to five (5) one-year renewal terms, as the parties may agree, by written notice of intent to renew by the County's Director of Purchasing and written approval by Provider's authorized representative.

15. Termination and Cancellation Provisions

For Cause: This Agreement may be terminated for cause based on any breach that is not cured within thirty (30) days after written notice from the aggrieved party identifying the breach.

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 thirty (30) days after the date such written notice is provided.

16. Deliverables, milestones or scope of this action:	Software and equipment maintenance will support intersections listed in SCHEDULE 1 to SOW (attached).
17. List terms, considerations or deviations from standard county form.	

Rev. 1/1/15

**DISCLOSURE ITEMS FOR
GLOBAL TRAFFIC TECHNOLOGIES FIRST AMENDMENT**

ISSUE	CONTRACT LANGUAGE	ETS OR COUNTY COMMENTS/RESPONSE
Indemnification	<ul style="list-style-type: none"> In the event of an indemnified claim, Provider will defend County with counsel reasonably satisfactory to County, rather than pay for an attorney selected by County. (§ 10.1) 	This is a less preferred, but acceptable, alternative.
Limitation of Liability	<ul style="list-style-type: none"> Liability is limited to the larger of \$100,000 or twice the amounts paid by County to Provider in the one year preceding the claim; but that limitation does not apply to claims for disclosure of confidential information, infringement, or indemnification. (§ 10.2) 	In light of the five year warranty for equipment and the remedy of replacing any nonconforming equipment, this limitation of liability is recommended by staff as industry standard for transactions of this type and covers the most likely risks for the County.
Fees	<ul style="list-style-type: none"> Current licensing is for up to 1,000 intersections; additional intersections will be at additional costs (Exhibit A; Exhibit B) 	Currently within 1,000 intersections.
License	<ul style="list-style-type: none"> Updates and upgrades are only provided for so long as County purchases Support and Maintenance Services (§ 3.4.1) 	Negotiated and agreed with vendor.
Equipment	<ul style="list-style-type: none"> Currently supported Equipment is listed on Schedule 1; any additional equipment can be ordered by Purchase Order or Work Authorization and will be deemed to automatically update Schedule 1 (Exhibit A) Municipalities may purchase additional equipment to be integrated at their cost into County's system with County's prior approval; County shall thereafter be responsible for the Support and Maintenance Fees for such additional equipment (Exhibit A) 	Negotiated and agreed with vendor.