



BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

AGREEMENT SUMMARY

EXHIBIT 1

1. Other Contracting Party:

SUNGARD AVAILABILITY SERVICES LP.

2. Proposed Action:

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

3. Document Type (select one):

IT Disaster Recovery Services

4. Purpose/Description: This First Amendment to the IT Disaster Recovery Services Agreement allows the County to extend the existing agreement for an additional two years through August 8, 2020, with three optional one-year renewal, to amend the total maximum compensation inclusive of the extended term and any renewals to the not-to-exceed amount of \$2,000,000, and to make this Agreement coterminous with the State Contract.

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 08/08/2018 to 08/08/2020.
☒ Term has from 5 years to 7 years .

7. Contract Administrator:

Name: John Bruno, CIOPhone: 954-357- 8821

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	\$1,600,000
Approved previous adjustments	N/A
Value of this action	\$400,000
Amended total contract value	\$2,000,000

10. Payment Method

☐ Lump Sum Payment
☐ Milestone or Progress-Based
☐ Scheduled or Time-Based
☒ Other – Monthly for services provided

11. Payment Terms

SunGard may submit invoices for compensation no more often than a monthly basis, but only after the services for which the invoices are submitted have been completed.

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:

THE TERM OF THIS AGREEMENT MAY BE RENEWED BY WRITTEN AGREEMENT OF CONTRACTOR AND THE COUNTY FOR PERIOD(S) OF UP TO AN ADDITIONAL THREE (3) YEARS IN THE AGGREGATE IN ACCORDANCE WITH SECTION 4.26 OF THE STATE CONTRACT.

15. Termination and Cancellation Provisions

For Cause: PER SECTION 4.23 OF THE AGREEMENT – COUNTY MAY TERMINATE THE CONTRACT IF SUNGARD FAILS TO DELIVER THE PRODUCT AS SPECIFIED, MAINTAIN ADEQUATE PROGRESS, HONOR THE TERM OF THE CONTRACT OR ABIDE BY STATUTORY, REGULATOR, OR LICENSING REQUIREMENTS.

For Convenience: PER SECTION 4.22 OF THE AGREEMENT – COUNTY BY WRITTEN NOTICE TO SUNGARD, MAY TERMINATE THE CONTRACT IN WHOLE OR IN PART WHEN COUNTY DETERMINES IT IS IN ITS SOLE INTEREST TO DO SO.

16. Deliverables, milestones or scope of this action:

Per agreed Statement of Work (SOW)

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

N/A