



AGREEMENT SUMMARY

1. Other Contracting Party:

GIRO Inc./Le Groupe en Informatique et Recherche Operationnelle

2. Proposed Action:

[X] New Contract [] Amendment, Number [] Renewal [] Extension

3. Document Type (select one):

Two Party Agreement

4. Purpose/Description:

This Agreement engages GIRO Inc./Le Groupe en Informatique et Recherche Operationnelle for continued software maintenance and support of the current version of HASTUS software and permits future upgrades, additional modules, related support and maintenance, and professional services as Optional 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 : June 15, 2020
End: Five Years from that Date (initial term) (The licenses previously granted under the HASTUS agreement are perpetual)

6.b. Effective Dates (amendments only):

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

7. Contract Administrator:

Name: Chris Walton, Director Transportation Department
Phone: 954-357-8361

8. Contract Type:

[] Cost reimbursement [X] Open-end
[] Firm fixed price [] Time and materials
[] Performance-based [] Other _____

9.a. Contract Value (new contracts)

Table with 2 columns: Category, Value. Rows include Actual/Estimated selection, Base amount (\$582,019), Reimbursables, Optional Services (\$3,162,605), and Total contract value (\$4,452,986).

9.b. Contract Value (amendments only)

Table with 2 columns: Category, Value. Rows include No change/Actual/Estimated selection, Original approved contract value, Approved previous adjustments, Value of this action, and Amended total contract value.

10. Payment Method

[] Lump Sum Payment
[] Milestone or Progress-Based
[] Scheduled or Time-Based
[X] Other: Scheduled or Time-Based for support and maintenance; optional services pursuant to applicable Work Authorization.

11. Payment Terms

COUNTY SHALL PAY PROVIDER WITHIN THIRTY (30) DAYS OF RECEIPT OF PROVIDER'S PROPER INVOICE, IN ACCORDANCE WITH ARTICLE 6, SECTION 6.2.

12. Cost Adjustment

[] Not Applicable [] Fixed Percentage - ___% [] Actual Cost
[] CPI or other Index [] Fixed Amount - \$ _____ [X] Other: Not to exceed 3% each year, except for year 6, provided 90-day advance written notification from GIRO with request to renegotiate.

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:

FIVE, ONE-YEAR RENEWAL TERMS IN ACCORDANCE WITH ARTICLE 5, SECTION 5.2.

15. Termination and Cancellation Provisions

For Cause: IN ACCORDANCE WITH ARTICLE 11, SECTION 11.1

For Convenience: IN ACCORDANCE WITH ARTICLE 11, SECTION 11.1

16. Deliverables, milestones or scope of this action: N/A

17. List terms, considerations or deviations from standard county form: N/A