



AGREEMENT SUMMARY

1. Other Contracting Party:

ESi Acquisition, Inc.

2. Proposed Action:

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

3. Document Type (select one):

Two-Party Agreement

4. Purpose/Description: This Agreement provides support for the State Emergency Response Team (SERT) during Emergency Operations Center activations/day-to-day processes. It is the established system that provides key mission support and information sharing across the SERT for emergency planning, response, recovery and mitigation activities during a disaster or event for Emergency Management Division.

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: Three years from date of Go Live

6.b. Effective Dates (amendments only):

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

7. Contract Administrator:

Name: Johnathan Daniels, Director, Port Everglades Department
Phone: 954-523-3404

8. Contract Type:

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

9.a. Contract Value (new contracts)

[] Actual [X] Estimated
Base amount \$100,000 (initial term)
\$500,000 (total for all possible renewal terms)
Reimbursables 0
Optional Services
Total contract value \$500,000

9.b. Contract Value (amendments only)

Table with 2 columns: Description, Value. Rows: 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
[X] Milestone or Progress-Based
[] Scheduled or Time-Based
[] Other:

11. Payment Terms

County shall pay provider within 30 days of receipt of provider's proper invoice, in accordance with article 5, section 5.2.

12. Cost Adjustment

[X] 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 the addendum shall be effective as of the complete execution by the parties, with a period of performance retroactive to June 1,2020, and shall end on May 31, 2021. The County may renew this addendum beyond the initial term to be coterminous with the Florida Contract, inclusive of any extensions therein, unless earlier terminated per the Florida contract sections, including without limitation sections 18.1; 18.2; 18.3; 18.4; 18.5

15. Termination and Cancellation Provisions:

- 17.1 Termination for cause.
17.2 Effective date of termination for cause.
17.3 Termination for lack of appropriation of funds.

16. Deliverables, milestones or scope of this action:

This action supports the system that provides key mission support and information that is shared across the SERT for emergency planning, response, recovery and mitigation activities during a disaster or event.

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

Contract disclosures:

Terms are 06/01/20-05/31/21, with renewal coterminous with State contract.

Warranties: the only warranty in the Florida Contract is a warranty by Contractor that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, etc. that would prohibit, restrain, or diminish its ability to perform.

EULA Disclosures: Section 10: there are restrictions on copying Documentation that must be followed by the agency; Section 14: aside from 60 day software warranty from date of installation, there are no warranties and service provided "as is."; Section 16: liability capped at amount paid during a 12 month period to vendor.

Agency reviewed and terms are acceptable.