



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the non-standard agreement with Economic Modeling LLC dba Lightcast for the 2024-2025 renewal subscription of Analyst. Analyst is a web-based software tool that assists the College in reviewing educational program and regional workforce alignment by utilizing the bid-waiver (information technology) Fiscal Impact: \$15,000.00 (cumulative \$221,250.00)

Presenter(s): Steven Tinsley, Vice President, Workforce Education and Strategic Partnerships

What is the purpose of this contract and why is it needed? The EMSI/Lightcast Analyst product is used by departments college-wide to determine labor market program needs, in-demand areas of need for skilled employees, and salary information for specific occupations. Additionally, this product is used in the College's Program Vitality Review (PVR) process to identify skills listed in job postings that the College should include as part of the learning outcomes in a given program as well as employers hiring in the tri-county area.

What procurement process or bid waiver was used and why? The College used the bid waiver exemption provided for the information technology resources in accordance with FLDOE Rule 6A-14.0734(2)(g) and College Procedure 6AHx2-6.34 which cites the exception to the requirement to solicit competitive offers.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes.

What fund, cost center and line item(s) were used? CC0221 FD100 GL64500: Software Subscriptions.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Analyst tool allows the College to make adjustments to curriculum, conduct outreach to employers seeking the skills our students acquire through their education, and helps the College determine the viability of academic programming it offers.

Was there a return on investment anticipated when entering this contract? Yes.

Was that return on investment not met, met, or exceeded and how? The ROI for the use of this product is to provide insight the College is otherwise not able to glean as it relates to the labor market, in-demand skills specific to occupations, local employer hiring patterns, and the future demand for specific programming.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Analyst tool provides the College with labor market data important to not only the placement of our students, but also, the academic programming we offer. The system assists with insights into recruitment, enrollment, and placement.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: \$15,000.00 (Cumulative \$221,250..00) work tags: CC0221 BU308 FD100 PG000413.

Economic Modeling (Lightcast) Analyst Agreement annual renewal 2024-2025.

10/08/24

CC0221 · Placement and Career

(\$15,000.00)



























APPROVAL PATH: 12518 EMSI (Lightcast) Analyst Agreement Annual Renewal 2024-2025

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Steven Tinsley	SVP of Workforce Education and In		 Completed	
2	Jamonica Rolle	Provost and SVP of Academic Affair		 Completed	
3	Alina Gonzalez	Review		 Completed	
4	Raj Mettai	Review		 Completed	
5	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
6	Orlando Aponte	Procurement Approval		 Completed	
7	Christine Sims	Budget Departmental Review		 Completed	
8	Rabia Azhar	CFO Review		 Completed	
9	Legal Services Review Group	Review and Approval for Form and		 Completed	
10	Electronic Signature(s)	Signatures obtained via DocuSig 		 Completed	
11	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
12	Board Clerk	Agenda Preparation		 Pending	
13	District Board of Trustees	Meeting	01/14/25 11:00 AM	 Pending	



Lightcast Representative: Kimberly Jones

Renewal Agreement

This Renewal Agreement is between The District Board of Trustees of Broward College, Florida (“Licensee”), and Economic Modeling, LLC of Moscow, Idaho (“Lightcast”), and is made pursuant to the Analyst Agreement with a service start date of July 1, 2021, as amended (collectively, the “Existing Agreement”).

I. Renewal Term

The Existing Agreement is hereby renewed for an additional term beginning August 1, 2024 (“Renewal Date”) and ending July 31, 2025 (the “Renewal Term”).

II. Fee

The fee for the Renewal Term is \$15,000.00, invoiced on the Renewal Date. Invoices are due 30 days from receipt.

III. Amendments

The parties hereby agree to amend the terms of the Existing Agreement as follows:

- No changes

All terms of the Existing Agreement not expressly modified herein remain in effect as originally stated.

For Lightcast:

Floyd Swanton 09/26/2024
 Authorized Signature Date
 Floyd Swanton

Printed Name

Economic Modeling, LLC
 232 N. Almon Street
 Moscow, ID 83843

For Licensee:

Signed by:
Donald Astrab 11/11/2024
 Authorized Signature Date
 Donald Astrab

Printed Name

The District Board of Trustees of Broward College, Florida
 111 East Las Olas Blvd.
 Fort Lauderdale, FL 33301

Invoicing Information (to be completed by customer at time of signature)			
Accounts Payable Email:			
Vendor Portal (if applicable):			
Purchase Order Number:			
Is a PO required? (check one) Yes <input type="checkbox"/>	No <input type="checkbox"/>	Is customer tax-exempt? Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please provide PO at time of signature or indicate when the PO will be provided to Lightcast		If yes, please provide tax-exempt certificate at time of signature	



**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum–Software ("Addendum") into the agreement between BC and Vendor ("Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for goods, services, and/or expenses in detail sufficient for a pre- and post-audit. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.

3. Taxes. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

4. Travel Expenses. If BC is reimbursing travel expenses, Section 112.061, Florida Statutes, applies to those reimbursements. In order to be reimbursed, travel expenses must be expressly stated in the Agreement or otherwise approved by an authorized BC official in writing in advance.

5. Compliance with Laws. Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software complies with all applicable legal requirements, including, but not limited to, the Americans with Disabilities Act and related regulations.

6. Indemnification. For value received, the Vendor shall indemnify and hold the BC, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence,

recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Agreement. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Agreement. This paragraph shall survive the expiration or termination of this Agreement.

7. Vendor Intellectual Property Indemnification. Vendor shall indemnify, defend, and hold harmless BC and its officers, directors, board of trustees, agents, assigns, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, for any claim or lawsuit brought alleging infringement of any intellectual property right arising out of the rights granted by Vendor to BC under the Agreement. Any limitations of liability of Vendor set forth in the Agreement shall not apply to: (a) claims for infringement or misappropriation of a copyright, patent, trade secret or other third-party proprietary right or (b) claims for personal injury or damages to real or personal property caused by Vendor's negligence or willful misconduct. This paragraph shall survive the expiration or early termination of the Agreement.

8. Announcements and Press Statements. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of BC, permission must be granted by its Vice President of Communications and Community Relations or that position's designee, and in the case of the other party, permission must be granted by its authorized representative or their designee.

9. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.

10. Use of BC Information Not Allowed. Pursuant to the Agreement, Vendor may access, maintain,



BROWARD COLLEGE SUPPLEMENTAL ADDENDUM - SOFTWARE

collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by BC and may create information from or with such existing information owned or held by BC (collectively, the "BC Data"). Vendor shall not have the right to use BC Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third party access to BC Data without BC's written permission except as expressly authorized in the Agreement or this Addendum.

11. BC Rights in Information. BC retains all rights to, title to, and interest in BC Data, and Vendor's use and possession thereof is solely on BC's behalf. BC may access and copy any BC Data in Vendor's possession at any time, and Vendor shall facilitate such access and copying promptly after BC's request.

12. Termination for Convenience. BC may terminate the Agreement upon thirty (30) days' notice to Vendor, with no further obligation to Vendor other than to pay for any amounts owing prior to the effective date of termination. BC shall not be liable for any early termination charges and shall not be entitled to any refund of prepaid amounts.

13. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funding is not approved for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions to the contrary. BC shall notify Vendor in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.

14. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

15. Governing Law, Sovereign Immunity and Other Legal Matters. The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Nothing in the Agreement shall act, or be construed, to increase or alter BC's liability for tort claims beyond the waiver of immunity limits set forth in Section 768.28, Florida Statutes. Any provisions in the Agreement requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering the time to bring lawsuits or to make claims under the Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

16. Confidentiality Obligations. Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures governing the use and/or safekeeping of BC Data, including but not limited to the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). If the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto. If the Agreement involves Vendor's access to, any protected health information, as that term is or may be defined by state or federal law, BC and Vendor shall enter into a separate business-associate agreement that shall govern the use of the protected health information.

In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose BC Confidential Information, Vendor shall (i) provide BC with prompt notice thereof; (ii) consult with BC on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of BC Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with BC in any attempt that



**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

BC may make to obtain an order or other reliable assurance that confidential treatment shall be accorded.

Upon termination of the Agreement or upon request by BC, Vendor shall promptly return all BC Confidential Information. This section shall not be subject to any limitations of liability provisions in the Agreement. Vendor agrees to include all such terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

17. Vendor’s Confidential Information / Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

If Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from the BC, provide the BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to the BC.
- (d) Upon completion of the Agreement, transfer, at no cost, to the BC all public records in possession of Vendor or keep and maintain public records required by the BC to perform the service. If Vendor transfers all public

records to the BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BC, upon request from the BC’s custodian of public records, in a format that is compatible with the information technology systems of the BC

- (e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, VENDOR ACKNOWLEDGES THAT BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SECTION. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

18. Information Technology. If Vendor has access to any of the College’s technology platforms, or will be providing such infrastructure and/or related services to College, Vendor agrees to maintain network security that, at a minimum, includes but not limited to network firewall provisions, intrusion detection, and prevention, anti-malware, and other cybersecurity safeguards as well as conduct regular third-party penetration testing. Vendor further agrees: (a) to use at least those security standards that College applies to its own network; (b) to protect and maintain the



BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE

security of College data with protection that is at least as good or better than that maintained by College, including maintaining secure environments that are patched and up-to-date with all appropriate security updates; (c) that all transmissions or exchanges of system application data with College and/or any other parties expressly designated by College shall take place via secure means that includes using encryption technology (e.g., HTTPS or FTPS); (d) that all College data will be stored, processed and maintained solely on designated target servers and that no College data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless medium is part of Vendor's designated backup and recovery process; (e) that any websites hosted by Vendor on behalf of College shall be on an encrypted domain in compliance with College's minimum security standards; (f) to store any College data as part of its designated backup and recovery process in encrypted form, using no less than 256 bit key; (g) that any portable or laptop computer that resides at any College facility, has access to an College network, or stores any non-public College data, is equipped with strong and secure password protection; (h) that all data exchanged by the parties shall be used expressly and solely for the purpose enumerated in the Agreement and shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor, and that no College data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by College; and (i) that it shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification in accordance therewith, and in the event of a data breach of any Vendor's security obligations or other event requiring notification under applicable law, Vendor shall assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend College against any claims, damages, or other harm related to such notification event. Vendor shall be responsible for any issues related to software access or disruption of services caused by Vendor or Vendor's subcontractors/suppliers, including any third-party cloud service providers.

19. Compliance with Export Control Regulations. The Vendor acknowledges they must comply with

export control laws, including the International Traffic in Arms Regulations (ITAR); the Export Administration Regulations (EAR); and the Office of Foreign Assets Control Regulations (OFAC). If Vendor provides export-controlled products, technology and/or software ("goods") to College, Vendor will provide College with a list of ECCNs (Export Control Classification Numbers) or the United States Munitions List (USML) Category Numbers, for such goods. This provision shall survive the expiration or earlier termination of the Agreement.

20. PCI DSS. If Vendor's provision of services involves the acceptance of funds on behalf of College or involve credit card services, Vendor shall be responsible for the security of all College customer cardholder data in its possession. Vendor represents and guarantees that for the life of the Agreement and/or while Vendor has involvement with College customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry Security Standards Council (<https://www.pcisecuritystandards.org/>). Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Vendor agrees to provide to College a current and complete copy of their Attestation of Compliance (AOC). Further, Vendor agrees to provide to College a proof of a recent (no more than 3 months old) passing quarterly external vulnerability scan as performed by an Approved Scanning Vendor (ASV) by the Payment Card Industry Security Standards Council.

21. Deletion. Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by BC to Vendor; (ii) restrictions on the hiring of Vendor's employees; (iii) attorneys' or collection-fees provisions; (iv) automatic renewals or extensions of the term of the Agreement; and (v) unilateral modification of the Agreement or any supplemental terms/policies not expressly referenced in the Agreement and/or any Order Form comprising a part of the Agreement.

By signing below, Vendor's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.



**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

Economic Modeling, LLC
VENDOR: Click or tap here to enter text.

By: *Floyd Swanton*

Name: Floyd Swanton

Title: VP Legal

Date: 09/26/2024



Lightcast Representative: Kimberly Jones

Renewal Agreement

This Renewal Agreement is between The District Board of Trustees of Broward College, Florida (“Licensee”), and Economic Modeling, LLC of Moscow, Idaho (“Lightcast”), and is made pursuant to the Analyst Agreement with a service start date of July 1, 2021, as amended (collectively, the “Existing Agreement”).

I. Renewal Term

The Existing Agreement is hereby renewed for an additional term beginning August 1, 2023 (“Renewal Date”) and ending July 31, 2024 (the “Renewal Term”).

II. Fee

The fee for the Renewal Term is \$15,000.00, invoiced on the Renewal Date. Invoices are due 30 days from receipt.

III. Amendments

The parties hereby agree to amend the terms of the Existing Agreement as follows:

- Effective on the Renewal Date, Licensee will have access for up to nine (9) authorized users (was previously 10).

All terms of the Existing Agreement not expressly modified herein remain in effect as originally stated.

For Lightcast:

Floyd Swanton 10/19/2023
 Authorized Signature Date
 Printed Name
 Floyd Swanton

Economic Modeling, LLC
 232 N. Almon Street
 Moscow, ID 83843

For Licensee:

Barbara J. Bryan, Ph.D. 11/2/2023
 Authorized Signature Date
 Printed Name
 Dr. Barbara J. Bryan

The District Board of Trustees of Broward College, Florida
 111 East Las Olas Blvd.
 Fort Lauderdale, FL 33301

Invoicing Information (to be completed by customer at time of signature)			
Accounts Payable Email:			
Vendor Portal (if applicable):			
Purchase Order Number:			
Is a PO required? (check one) Yes <input type="checkbox"/>	No <input type="checkbox"/>	Is customer tax-exempt? Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please provide PO at time of signature or indicate when the PO will be provided to Lightcast		If yes, please provide tax-exempt certificate at time of signature	





Lightcast Representative: Kimberly Jones

Renewal Agreement

This Renewal Agreement is between The District Board of Trustees of Broward College, Florida ("Licensee"), and Economic Modeling, LLC of Moscow, Idaho ("Lightcast"), and is made pursuant to the Analyst Agreement with a service start date of July 1, 2021 ("Existing Agreement").

I. Renewal Term

The Existing Agreement is hereby renewed for an additional term beginning August 1, 2022 ("Renewal Date") and ending July 31, 2023 (the "Renewal Term").

II. Fee

The fee for the Renewal Term is \$16,000.00, invoiced on the Renewal Date and due on the same terms as the Fee for the Existing Agreement.

III. Amendments

The parties hereby agree to amend the terms of the Existing Agreement as follows:

- Licensee will receive Provisional Access to Labor Insight under the following terms:
 - a. General. Licensee will be provided access to the Labor Insight application (a "Legacy Tool") by Burning Glass International, Inc., an affiliated company of Economic Modeling, LLC. Economic Modeling, LLC and Burning Glass International, Inc. are working to unify their separate product lines into a single product platform. Prior to that process being completed, Licensee will be provided continuing access to Licensee's existing subscription to the Legacy Tool in addition to Licensee's access to the Web App(s).
 - b. Legacy Tool Geography. Licensee will be provided with access to the US version of the Legacy Tool.
 - c. Terms of Use. Licensee's use of the Legacy Tool will be governed by the terms recited in this Agreement with respect to Licensee's use of the Web App(s), except that paragraphs (a)(6)-(8) of Section V ("Terms of Service") do not apply to the Legacy Tool.
 - d. Termination. Lightcast may terminate Licensee's access to the Legacy Tool under this Agreement upon 60 days' notice to Licensee without penalty, except that irrespective of the notice date such termination shall in no event occur prior to July 1, 2022. Notice shall be provided to Licensee's Admin User noted below, or to Licensee's primary point of contact with respect to this subscription. Email notice shall suffice. Early termination of access to the Legacy Tool as permitted herein will not result in a reduction of the Fee recited below.
 - e. Terms Not Surviving Renewal. In the event this Agreement is extended or renewed (whether automatically or by the mutual agreement of the parties) all terms relating to the Legacy Tool shall no longer apply unless the parties expressly agree otherwise (i.e., by explicitly referencing "Legacy Tool").

All terms of the Existing Agreement not expressly modified herein remain in effect as originally stated.

For Lightcast:

Floyd Swanton 08/11/2022

 Authorized Signature Date
 Floyd Swanton

 Printed Name

Economic Modeling, LLC
 232 N. Almon Street
 Moscow, ID 83843

For Licensee:

DocuSigned by: _____ 8/10/2022

 Authorized Signature Date
 John Dunnuck

 Printed Name

The District Board of Trustees of Broward College, FL
 111 East Las Olas Blvd
 Fort Lauderdale, Florida 33301

Invoicing Information (to be completed by Licensee at time of signature)			
Invoice Contact			
Name	Alina Gonzalez		
Email	agonza13@broward.edu		
Is a PO required? (check one)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Is Licensee tax-exempt? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If yes, Licensee must provide PO at time of signature		If yes, Licensee must provide tax-exempt certificate	





232 N. Almon Street
 Moscow, ID 83843
 Tel: 208-883-3500
 Fax: 208-882-3317
 www.economicmodeling.com

Emsi Representative: Brent Belschner

Analyst Agreement

This Analyst agreement is between The District Board of Trustees of Broward College, Florida (“Licensee”), and Economic Modeling, LLC of Moscow, Idaho (“Emsi”).

I. Subscription Term

Emsi will provide Licensee with access to Analyst beginning July 1, 2021 and ending July 31, 2022, unless this agreement is extended or renewed.

II. Fee

The fee for the subscription is \$10,291.67, invoiced upon contract signature. Invoices are due 30 days from receipt. Sales tax will be added for non-tax-exempt institutions when applicable.

III. Subscription Services

Users

Emsi will provide Licensee with access to Analyst for up to 10 authorized user(s). Authorized users must be employees of Licensee or of a partner entity specifically listed below. Emsi will issue each authorized user a unique login credential (username and password). Login credentials may not be generic (e.g., email aliases) or shared. Licensee will designate one person as the admin user, who will be authorized to manage Licensee’s authorized user list and coordinate training. List of partner entities receiving users through this agreement (if applicable):

Licensed Dataset

Licensee will be provided access to the following selected United States data (“Licensed Dataset”):

<u>Analyst Data Detail</u>			<u>Business Data Detail*</u>			<u>Analyst Add-Ons</u>
Region			Region			
<input type="checkbox"/> National	<input type="checkbox"/> Emsi Zip	<input type="checkbox"/> Emsi County	<input type="checkbox"/> National	<input type="checkbox"/> Emsi Zip	<input type="checkbox"/> Emsi County	<input type="checkbox"/> On-Site Training**
<u>01</u> State(s)	<input checked="" type="checkbox"/> Emsi Zip	<input checked="" type="checkbox"/> Emsi County	<u>01</u> State(s)	<input checked="" type="checkbox"/> Emsi Zip	<input checked="" type="checkbox"/> Emsi County	<input type="checkbox"/> Profile Analytics
___ County(ies)	<input type="checkbox"/> Emsi Zip	<input type="checkbox"/> Emsi County	___ County(ies)	<input type="checkbox"/> Emsi Zip	<input type="checkbox"/> Emsi County	

List of selected region(s) (if applicable):

***Business Data Disclaimer** *Business data is offered as a convenience to Licensee, at Emsi’s sole discretion. Emsi may terminate Licensee’s access to business data at any time. Such termination will not entitle Licensee to a refund of any fees paid, or to a reduction of fees due for renewal subscriptions.*

****Additional Fee** *(this additional fee is applicable only if the Product Add-On “On-Site Training” is selected above)* In addition to the subscription fee, if Licensee chooses to add an On-Site Training to their agreement, Licensee shall reimburse Emsi, upon completion of the On-Site Training, for travel expenses of the Emsi trainer(s) at an estimated cost of \$1,500.00 but not to exceed \$2,000.00. Emsi will provide Licensee with an itemized invoice for reimbursable travel expenses payable within 30 days of receipt.

Additional Services Provided

The subscription includes the following services:

- Analyst user training
- Technical support via telephone or e-mail
- Access to all new data releases (new data is released periodically)
- Access to all Analyst updates and upgrades during the subscription period



IV. Terms of Service

Economic Modeling, LLC dba Emsi (“Emsi”) provides online SaaS applications that use labor market data to connect and inform people, education, and business. Emsi’s applications include Analyst, Developer, Career Coach, Workforce Insight, Alumni Insight, Profile Analytics, Talent, Staffing, and College Analyst. These Emsi Terms of Service (“ToS”) apply to all Emsi’s current applications, as well as any applications Emsi develops in the future whether or not they are named here (collectively “Emsi Apps”).

License

Licensees of Emsi Apps are granted a non-exclusive, nontransferable, non-assignable limited license to access data (the “Licensed Dataset”) through Emsi Apps as follows:

- a) Unless otherwise stated in a written agreement, login credentials (a username and password) will be issued only to employees of a Licensee (“authorized users”). Login credentials may not be shared. Licensee will not allow access to Emsi Apps by anyone who has not been assigned login credentials by Emsi.
- b) Licensee and Licensee’s authorized users may (i) download elements of the Licensed Dataset using the download tools in Emsi Apps for Licensee’s internal use, and may (ii) publish static elements (e.g., tables, charts, graphs) of the Licensed Dataset in work products created by Licensee in the normal course of Licensee’s business, either for Licensee or for a third party, provided that Emsi is cited as the source of the data. The citation shall be substantially in the form described in the Knowledge Base article, “How Do I Cite Emsi Data?” For clarity, Licensee may not distribute any elements of the Licensed Dataset to a third party on an on-demand or standalone basis – i.e., separate from Licensee’s material contributions of data and/or effort in providing its own services to the third party.
- c) Licensee may not distribute any part of the Licensed Dataset to a third party in any manner that allows it to be further manipulated for that third party’s independent use.
- d) Licensee may not use any automated means or form of scraping or data extraction to access, query or otherwise collect Emsi content from Emsi Apps or the Licensed Dataset, or otherwise access Emsi Apps or the Licensed Dataset by any automated means or process, except as expressly permitted by Emsi.
- e) Neither Licensee nor Licensee’s authorized users will attempt to replicate Emsi Apps or the Licensed Dataset in design, content, or functionality.
- f) If an Emsi App or Licensed Dataset includes access to individual profiles or personally identifiable information (“PII”), Licensee may only publish aggregated data that cannot be used to identify individual persons, and may not under any circumstance publish PII or data that may be manipulated or reverse engineered to create PII.
- g) Any Licensed Dataset that includes profile data or PII is to be used for research purposes only. No Licensed Dataset may be used to identify or evaluate a person in a way that violates applicable employment, privacy, or other laws.
- h) The individual job postings may only be used for, broadly defined, the discovery, interpretation and/or communication of meaningful patterns in and/or aggregations or summaries of the respective data through software tools for any purpose, including but not limited to the calculation of aggregate statistics or use of the data for any investment purpose (individually and jointly also referred to as: “Analytics”). The use of the individual job postings or any subset, modified or derived version thereof for any other purpose than for Analytics, including but not limited to making the individual job postings available to third parties (e.g. on a website that is publicly accessible or as content in any software system) is prohibited; except that access to a limited number of individual job postings as illustrations of the use for Analytics purposes is permitted (up to a 100 individual job postings at maximum per illustration access).

Licensees may contact Emsi for permission to use the Licensed Dataset in a use case not covered by these ToS.

Disclaimers

The reports and forecasts in Emsi Apps and Licensed Datasets are created using proprietary analytical processes applied to data from public, proprietary, and government data sources. Emsi uses estimates when there are suppressed or missing data points, and such estimates are subject to error. Data, reports, and forecasts included in Emsi Apps and Licensed Datasets may differ significantly from actual circumstances or outcomes. In addition, Emsi cannot make any representation of the completeness of data aggregated from any source.

Emsi Apps use global professional profiles built with data posted online by individuals about themselves. Such data comes from sources such as professional networking sites, talent hubs, blogs, publications, journals, and social networks. Any information obtained from such sources cannot be guaranteed or verified to be accurate or up to date.



Emsi Apps and the Licensed Datasets are provided "as is," without warranty for a particular purpose or project. Emsi is not liable for their misuse, or for the results of any planning errors based thereon. Licensee is fully responsible for the decisions that are made based on Emsi Apps and the Licensed Datasets and the outcomes of those decisions, including any economic loss.

EMSI'S LIABILITY FOR DAMAGES TO LICENSEE SHALL NOT EXCEED THE AMOUNT LICENSEE PAID TO EMSI FOR THE PRODUCT OR SERVICE IN QUESTION.

~~Licensee is responsible for providing computer equipment that meets the minimum technical requirements for accessing Emsi Apps described at http://www.economicmodeling.com/docs/analyst_technical_requirements.pdf.~~ *JA*

Emsi updates and upgrades products and services periodically. Emsi is not obligated to continue to support legacy versions of any product or service or make legacy versions of products or services available to Licensee. Emsi may update these ToS at any time without prior notice. Substantial changes to these ToS will be presented to authorized users at their next login after the changes are posted. Authorized users are required to read and agree to these ToS as a condition of using Emsi Apps and Licensed Datasets.

For answers to questions about Emsi Apps, Licensed Datasets, or these ToS, go to Emsi's online Knowledge Base, use Emsi's online Get In Touch contact form, or contact your customer service representative by email or at 208-883-3500.

V. Applicable Law

Any litigation regarding interpretation or enforcement of this agreement shall be brought in the state of Florida, and this agreement shall be interpreted according to the laws of the state of Florida without regard to any conflict of law provisions.

VI. Licensee Contact Information (to be completed by Licensee before contract signature)

	Invoice Contact	Admin User
Name:	Wanda Elois	Fortin Jean-Pierre
Title:	Senior Executive Assistant	
Phone:	954-201-7664	
Email:	ITFinance@broward.edu	tjeanpie@broward.edu

VII. Compliance with Laws

Emsi warrants that its performance under this agreement complies with all applicable laws. If at any time during the term of this agreement it becomes unlawful for Emsi to continue performance, Emsi may immediately terminate its performance under this agreement without penalty. If Emsi terminates under this section, Emsi will refund the unused portion of any prepaid fees.

VIII. Complete Agreement

This is the complete agreement between the parties. Any amendments to this agreement, including any terms that Licensee is required by law to include in a contract for services, must be in writing and signed by both parties.

For Emsi:

Zachary D. Hurt

07/19/2021

Authorized Signature
Zachary Hurt

Printed Name

Economic Modeling, LLC
232 N. Almon Street
Moscow, ID 83843

For Licensee:

DocuSigned by:

Tony Casciotta

7/19/2021

Authorized Signature
Tony Casciotta

Printed Name

The District Board of Trustees of Broward College, Florida
111 East Las Olas Blvd
Fort Lauderdale, Florida 33301

