



## 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 one-year standard agreement (purchase order) with inMotionnow Inc. dba Lytho, Inc for Creative Services project management and proofing/tracking ability. Fiscal Impact: \$18,652.00**

**Presenter(s):** Donald Astrab, VP, Academic Operations, Analytics, & Comm

**What is the purpose of this contract and why is it needed?** This contract authorizes approval for the use of inMotionnow Inc. dba Lytho, Inc project management software for the Creative Services, Marketing, and PR teams. This software enhances outcomes by streamlining work across all creative, graphic design and marketing operations, ensuring improved efficiency and results by managing project requests/intake, reviews and approvals. The proofing tool tracks feedback from stakeholders and delivers files. The team manages an average of 150-200 projects monthly.

**What procurement process or bid waiver was used and why?** Per College Procedure A6Hx2-6.34, for purchases from \$10,000.01 up to Category Two (currently \$35,000) as defined in section 287.017(2), Florida Statutes, the requesting department shall obtain three (3) quotes providing the best value for the required commodity or service.

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?** Yes, this expenditure is factored into the Marketing department's annual budget.

**What fund, cost center and line item(s) were used?** Fund 100, CC0234, line 65000.

**Has Broward College used this vendor before for these products or services?** Yes. This is a new one-year contract, continuing with this vendor for the same product. The team met with 3 additional vendors to price shop available products in the market before choosing to remain with Lytho as the best available product for the cost.

**Was the product or service acceptable in the past?** Yes, this software provides efficiency by streamlining content management of a large number of projects and people, provides history, references and records.

**Was there a return on investment anticipated when entering this contract?** Not a direct cost return. The product improves workflow processes, reduces errors and improves automation, thus saving valuable staff time.

**Was that return on investment not met, met, or exceeded and how?** Not applicable.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?** By improving efficiency of projects, Lytho contributes to the Social Enterprise Plan. Many of the assets developed through Marketing directly support the SEP.

**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?**

Board Item

Meeting of August 20, 2024

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: \$18,652.00 using CC0234, FD100, BU103

<b>06/25/24</b>	<b>CC0234 · Promotion &amp; Public Relations</b>	<b>(\$18,652.00)</b>
	FY 2024-2025	

**Donald Astrab**

Donald Astrab, VP, Academic Operations, Analytics, & Comm

5/23/2024

APPROVAL PATH: 12202: G-12215 inMotionNow.Inc dba Lytho. Inc. (Software Subscription FY2024-2025) Men Corp. DBA South Florida Bounce & Slide - Fall 2024

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status
1	Jennifer Silverio	AVP Review		✔ Completed
2	Donald Astrab	Chief Operating Officer		✔ Completed
3	Alina Gonzalez	Review		✔ Completed
4	Raj Mettai	IT Review	05/29/24 12:00 AM	✔ Completed
5	Natalia Triana-Aristizabal	Contracts Coordinator		✔ Completed
6	Zaida Riollano	Procurement Approval		✔ Completed
7	Rabia Azhar	CFO Review		✔ Completed
7	Christine Sims	Budget Departmental Review		✔ Completed
7	<b>Legal Services Review Group</b>	Review and Approval for Form and		✔ Completed
8	<b>Electronic Signature(s)</b>	Signatures obtained via DocuSig 		✔ Completed
9	<b>Pending Counter-Signature(s)</b>	Review		✔ Completed
10	Board Clerk	Agenda Preparation		✔ Completed
11	District Board of Trustees	Meeting	08/20/24 08:30 AM	🕒 Pending
12	Natalia Triana-Aristizabal	Contracts Coordinator		🕒 Pending



**AMENDMENT NO. 2 TO CONTRACT FOR SERVICES**

**THIS AMENDMENT** is made and entered into as of this 9th day of July, 2024,  
by and between

**THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA**  
(hereafter referred to as BC),  
a political subdivision of the State of Florida,  
whose mailing address is  
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

**LYTHO, INC.** (hereafter referred to as Lytho),  
a Delaware corporation  
which is located at  
624 Holly Springs Road, Suite 328, Holly Springs NC 27540

**WHEREAS**, Lytho, formerly known as InMotionNow, LLC, and BC entered the Contract for Services with an effective date of July 24, 2020; and

**WHEREAS**, the parties desire to extend the Agreement.

**NOW THEREFORE**, the Contract for Services is amended as follows:


1. **Extension Term**. The term of the Contract for Services is hereby amended so that the term shall now expire on July 23, 2025 (the "Extension Term"). During the Extension Term, the Order for the Services attached hereto as Exhibit A, shall govern over the existing Exhibit A to the Contract for Services.
2. **Authority**. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
3. **No Further Amendments**. All remaining terms in the Agreement remain the same.

**IN WITNESS WHEREOF**, the Parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

A handwritten signature in black ink, appearing to be "Jm", located at the bottom left of the page.

**FOR LYTHO**

LYTHO, INC.

By 

Name Gina Marquez

Title Chief Financial  
Offi

**FOR BC**

DocuSigned by: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By   
8DD41D98CFDA4F4...

Name Donald Astrab

Title Interim President



## Service Order

**CUSTOMER:**

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

Subscription Term: 1 Year  
 Term Start Date: July 24, 2024  
 Invoice Frequency: Upfront, Annual  
 Payment Terms: Net 30  
 Pricing Terms Expire: July 24, 2024

Subscription Services	Quantity	Total
<b>Lytho Workflow – Business Plan</b> Core User Licenses Stakeholder User Licenses	12 Unlimited	\$18,652 Included
<b>Annual Total:</b>		<b>\$18,652</b>

Business Plan Includes:

- Advanced Request Intake Management
- Advanced Project & Resource Management
- Review + Approval
- Reporting

Ancillary Services	Amount	
<b>Lytho Customer Success</b> Ongoing email and telephone help desk support Success best practices and strategies	Included	
<b>One-Time Total:</b>		<b>Included</b>



# Service Order

## Terms & Conditions

1. The Services provided under this Agreement are subject to the Contract for Services between the parties executed on or about May 11, 2021.
2. Accounts cancelled during the billing period will not be pro-rated.
3. Customer agrees to pay to all undisputed amounts contained in each invoice rendered under this Agreement within thirty (30) days following receipt of such invoice. Customer shall pay a late charge at the rate pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar. Failure to remit timely payment may result in termination of Services.
4. This Service Order can only be renewed by mutual agreement of the parties.
5. Service order terms will govern in the event of conflict between the Contract for Services and this Service Order.

**The District Board of Trustees of Broward College, Florida**


Signature: See PO Page 2

Name:

Title:

Date Executed:

**Lytho, Inc.**

Signature: 

Name:

Gina Marquez

Title:

Chief Financial Officer

Date Executed:

07 / 15 / 2024

# BROWARD COLLEGE

## AMENDMENT NO. 1 TO CONTRACT FOR SERVICES

THIS AMENDMENT is made and entered into as of this 8 day of January, 2023,  
by and between

**THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA**  
(hereafter referred to as BC),  
a political subdivision of the State of Florida,  
whose mailing address is  
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

**LYTHO, INC.** (hereafter referred to as Lytho),  
a Delaware corporation  
which is located at  
624 Holly Springs Road, Suite 328, Holly Springs NC 27540

**WHEREAS**, Lytho, formerly known as InMotionNow, LLC, and BC entered the Contract for Services with an effective date of July 24, 2020; and

**WHEREAS**, the parties desire to extend the Agreement.

**NOW THEREFORE**, the Contract for Services is amended as follows:

1. **Extension Term**. The term of the Contract for Services is hereby amended so that the term shall now expire on July 23, 2024 (the "Extension Term"). During the Extension Term, the Order for the Services attached hereto as Exhibit A, shall govern over the existing Exhibit A to the Contract for Services.
2. **Authority**. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
3. **No Further Amendments**. All remaining terms in the Agreement remain the same.

**IN WITNESS WHEREOF**, the Parties or their duly authorized representatives hereby execute this Agreement on the date first written above.



**FOR LYTHO**

LYTHO, INC.

By  01 / 08 / 2024

Name Gina Marquez

Title Chief Financial Officer

**FOR BC**

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By 

Name Dr. Barbara J. Bryan

Title acting President



## Service Order

**CUSTOMER:**

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

Subscription Term: 1 Year  
 Term Start Date: July 24, 2024  
 Invoice Frequency: Upfront, Annual  
 Payment Terms: Net 30  
 Pricing Terms Expire: July 24, 2024

Subscription Services	Quantity	Total
<b>Lytho Workflow – Business Plan</b> Core User Licenses Stakeholder User Licenses	12 Unlimited	\$18,652 Included
<b>Annual Total:</b>		<b>\$18,652</b>

Business Plan Includes:

- Advanced Request Intake Management
- Advanced Project & Resource Management
- Review + Approval
- Reporting

Ancillary Services	Amount	
<b>Lytho Customer Success</b> Ongoing email and telephone help desk support Success best practices and strategies	Included	
<b>One-Time Total:</b>		<b>Included</b>



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4. This Service Order can only be renewed by mutual agreement of the parties.
5. Service order terms will govern in the event of conflict between the Contract for Services and this Service Order.

**The District Board of Trustees of Broward College, Florida**


Signature: See PO Page 2

Name:

Title:

Date Executed:

**Lytho, Inc.**

Signature: 

Name:

Gina Marquez

Title:

Chief Financial Officer

Date Executed: 07 / 15 / 2024



**Service Order**

**CUSTOMER:**

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

Subscription Term: 1 Year  
 Term Start Date: July 24, 2023  
 Invoice Frequency: Upfront, Annual  
 Payment Terms: Net 30

Subscription Services	Quantity	Total
<b>Lytho Workflow – Business Plan</b> Core User Licenses Stakeholder User Licenses	12 Unlimited	\$17,807 Included
<b>Annual Total:</b>		<b>\$17,807</b>

Business Plan Includes:

- Advanced Request Intake Management
- Advanced Project & Resource Management
- Review + Approval
- Reporting

Ancillary Services	Amount	
<b>Lytho Customer Success</b> Ongoing email and telephone help desk support Success best practices and strategies	Included	
<b>One-Time Total:</b>		<b>Included</b>



## Service Order

### Terms & Conditions

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**The District Board of Trustees of Broward College, Florida**


Signature: Barbara J. Bryan Ph.D.

Name: Dr. Barbara J. Bryan

Title: acting President

Date Executed: 1/8/2024

**Lytho, Inc.**

Signature: 

Name: Gina Marquez

Title: Chief Financial Officer

Date Executed: 01 / 08 / 2024



Contract Number  
2019-071-BM

**CONTRACT FOR SERVICES  
TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of March 30 2018 between the District Board of Trustees of Broward College, Florida ("College") Marketing & Public Relations and inMotion Now, Inc. ("Vendor") (collectively, the "Parties"), will be in effect until 2 years from the execution date ("Contract").

**1. INVOICES AND PAYMENTS.**

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Don Cook. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

**2. INDEMNIFICATION.**

For value received, the Vendor shall indemnify and hold the College, 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 Contract. 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 Contract. This paragraph shall survive the expiration or termination of this Contract.

**3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.**

For value received, the Vendor shall indemnify and hold the College, 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 for any claim or lawsuit brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials ("Materials") used by Vendor in accordance with this Contract. Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

**4. TERMINATION FOR DEFAULT.**

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

**5. TERMINATION FOR CONVENIENCE.**

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

**6. AUDIT.**

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

**7. NONDISCRIMINATION.**

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

**8. PUBLIC ENTITY CRIMES/SDN LIST.**

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

**9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.**

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the 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 the Vendor and Vendor shall bear all costs and fees related to the same.

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

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College 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 contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO



COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

**10. NO WAIVER OF SOVEREIGN IMMUNITY.**

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

**11. COLLEGE'S TAX EXEMPTION.**

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

**12. ASSIGNMENT/GUARANTOR.**

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

**13. FORCE MAJEURE.**

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

**14. AMENDMENTS.**

This Contract may be amended only when reduced to writing and signed by both Parties.

**15. ENTIRE AGREEMENT.**

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

**16. COMPLIANCE.**

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

**17. APPLICABLE LAW/VENUE.**

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

**18. VENDOR NOT TO LIMIT WARRANTY.**

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

**19. TERMS/PROVISIONS.**

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

**20. STATEMENT OF SERVICES.**

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

**21. COMPENSATION/CONSIDERATION.**

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

**22. INSURANCE.**

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$1,000,000 in general liability insurance, \$1,000,000 in automobile liability insurance, \$1,000,000 in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

**23. OWNERSHIP.**

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

**24. COMPLIANCE/LICENSES.**

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.

**25. INDEPENDENT CONTRACTOR.**

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

**26. DISPUTES.**

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

**27. IMMIGRATION.**

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

**28. CHANGE IN PERSONNEL.**

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

**29. BACKGROUND CHECKS.**

***This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security.*** Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College

will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

**Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."**

### **30. MARKETING.**

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

### **31. EMPLOYMENT BENEFITS.**

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

### **32. STOP WORK ORDER.**

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

**33. ADDITIONAL TERMS AND CONDITIONS.**

Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C."

DC<sup>DS</sup> \_\_\_\_\_  
College Vendor

**FOR VENDOR USE ONLY**

Vendor Name (type) inMotionnow, inc Tax ID No. 59-3585658  
Authorized Representative Phil Vanderwoude Title COO

Address \_\_\_\_\_ Telephone \_\_\_\_\_

Signature of Vendor Phil Vanderwoude Digitally signed by Phil Vanderwoude  
DN: cn=Phil Vanderwoude,  
o=inMotionnow, Inc., ou,  
email=pvanderwoude@inmotionnow.com,  
c=US  
Date: 2018.07.24 11:02:18 -04'00' Date \_\_\_\_\_

Attested By Name (type) \_\_\_\_\_ Title \_\_\_\_\_

Signature of Attester \_\_\_\_\_ Date Signed \_\_\_\_\_

**FOR COLLEGE USE ONLY**

Contract Originator Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

AVP/Dean Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Campus President/VP Name Don Cook Title Executive Director of Marketing and

Signature \_\_\_\_\_ Date 7/23/2018

Senior Vice President \_\_\_\_\_ Title \_\_\_\_\_

DocuSigned by:  
*Don Cook*  
7021724506A24FA...

Signature \_\_\_\_\_ Date \_\_\_\_\_

**IF REQUIRED**

College President Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Approved as to Form and Legality*

Signature \_\_\_\_\_ Date \_\_\_\_\_

DocuSigned by:  
  
C0722F81CA80455...

Board Chairperson Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



# inMotion Service Order Agreement

## EXHIBIT A

July 24, 2018

**CUSTOMER:**

Don Cook  
Broward College  
3501 Davie Road  
Davie, FL 33314

**Prepared by:**

Matthew S. Donohue  
inMotionNow, Inc.  
215 Southport Dr., Suite 1000  
Morrisville, NC 27560

**Execution Date:** May 15, 2018

**Term:** 2 Year

## Description

## Total Due

### inMotion Business Plan

**\$34,000**

Licenses for 4 Core inMotion Users and 11 CSR Users

Upfront annual payments of \$17,000.

**Each Client receives an inMotion application account, which includes:**

- Unlimited asset upload volume and storage – print, web, video
- Unlimited Requester + Reviewer Contacts
- Job Launch (Creative Assignment Management)
- Project Organizer
- Review + Approval
- Enhanced Reporting + Dashboards
- Access to existing Cloud File Sharing & Storage and DAM System Integrations

**Additional User Licenses: \$1,500 Creative User per year (Core User, full access)  
\$1,000 Marketing User per year (CSR User, limited access)**

## Professional Services, Included in Every Annual Plan

### Account Set-up, Access, and Support (Included)

- Up to three (3) Dynamic or five (5) Static Job Launch Forms (includes up to 9 hours of form customization, with additional hours available at \$195 per hour)
- Onboarding & Success Program
- inMotion account provisioning and setup assistance
- Assigned Customer Success Manager led onboarding, team training, and ongoing account management
- Administrator self-paced learning guides
- Knowledge Base & Video Library Access
- Email ticketing and telephone help desk support

### Additional and Optional Services (Included)

- Extended support hours (8 am - 8 pm ET)
- Annual refresher training (upon request)
- New features webinars (upon request)
- Quarterly Business Review led by a Customer Success Manager
- Additional Job Launch Forms available at \$200 per form (each form includes up to 2 hours of form customization, with additional hours available at \$195 per hour)
- Feature Development Acceleration and Customization available to Business Plan customers on a paid project basis (upon request)





# inMotion Service Order Agreement

## Terms of Agreement

1. The Services provided under this Agreement are subject to the attached Contract for Services Terms and Conditions.
2. Except as otherwise specified in this Agreement, all subscriptions shall automatically renew for additional periods equal to the expiring subscription term, and the Fee shall increase by up to 4.75% per term. You must provide written notice of cancellation at least thirty (30) days before the renewal date by sending an email to [accounts@inmotionnow.com](mailto:accounts@inmotionnow.com). You will receive a cancellation confirmation email. Accounts cancelled during the billing period will not be pro-rated.
3. Service Order terms will govern in the event of conflict between the Master Terms and Conditions and this Service Order.

### Broward College

DocuSigned by:  
 By:   
 Name: Don COOK

Title: Executive Director of Marketing and Strategic I

### INMOTIONNOW, INC

By: Phil Vanderwoude  
 Name: Philip Vanderwoude

Digitally signed by Phil Vanderwoude  
 DN: cn=Phil Vanderwoude,  
 o=inMotionnow, Inc., ou,  
 email=pvanderwoude@inmotionno  
 w.com, c=US  
 Date: 2018.07.24 11:04:31 -04'00'

Title: COO

DocuSigned by:  
  
 C0722F81CA80455...



EXHIBIT "C"  
TO CONTRACT FOR SERVICES

SPECIAL PROVISIONS

The purpose of this Exhibit "C" is to delineate any and all changes, deletions and/or additions to the Contract for Services agreement. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

SECTION 1: STRIKE THE WORD "APPROXIMATELY"

SECTION 1: ADD "FAILURE TO REMIT TIMELY PAYMENT MAY RESULT IN TERMINATION OF SERVICES."

SECTIONS 5: INTENTIONALLY DELETED

SECTION 6: FINAL SENTENCE SHALL READ: "VENDOR SHALL PAY REASONABLE AUDITOR COSTS FOR THE AUDIT AND RETURN ANY OVER PAID FEES TO THE COLLEGE WITHIN 30 DAYS OF IT RECEIPT OF THE COMPLETED AUDIT."

SECTION 12: ADD THE FOLLOWING CLAUSE AT THE BEGINNING OF THE FIRST SENTENCE: "EXCEPT FOR AN ASSIGNMENT OF THIS CONTRACT BY VENDOR IN CONNECTION WITH A MERGER OR TRANSFER OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF VENDOR, OF WHICH COLLEGE SHALL BE NOTIFIED IN WRITING, BUT SHALL NOT BE REQUIRED TO CONSENT,"...

SECTION 20: STRIKE THE SECOND AND THE SECOND TO LAST SENTENCES.

SECTION 27: STRIKE THE PHRASE "AND MAKE AVAILABLE FOR INSPECTION ON DEMAND BY THE COLLEGE" AND "AND MAKE SUCH RECORDS AVAILABLE FOR INSPECTION ON DEMAND BY THE COLLEGE. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL BE A MATERIAL BREACH OF THE CONTRACT AND CAUSE FOR TERMINATION OF THE VENDOR."

SECTION 28: ADJUST THE FIRST SENTENCE TO READ: "...PERSONNEL PROVIDED BY THE VENDOR TO WORK EXCLUSIVELY ON THIS CONTRACT...", AND ADJUST THE FOURTH SENTENCE TO READ "...THE COLLEGE'S WRITTEN REQUEST FOR A CHANGE IN PERSONNEL, IF COMMERCIALY REASONABLE."

BC APPROVED

DocuSigned by:  
By: Don Cook Date: 7/23/2018  
7021724506A24FA...

DocuSigned by:  
  
C0722F81CA80455...

VENDOR APPROVED

By: Phil Vanderwoude Date: 07/24/2018  
Digitally signed by Phil Vanderwoude  
DN: cn=Phil Vanderwoude,  
o=InMotionnow, Inc., ou,  
email=pvanderwoude@inmotionnow.com, c=US  
Date: 2018.07.24 11:06:53 -0400

Title	Broward 2024 Lytho Workflow Renewal Agreement
File name	12215_Lytho_Compl...t_-_BC_Signed.pdf
Document ID	38b3c9a4cea4295242bba56cfede16f2de9b508f
Audit trail date format	MM / DD / YYYY
Status	● Declined to sign

## Document History



SENT

**07 / 11 / 2024**  
03:58:57 UTC

Sent for signature to Gina Marquez (gina.marquez@lytho.com) and Jennifer Silverio (jsilveri@broward.edu) from alexis.hinton@lytho.com  
IP: 68.251.245.109



VIEWED

**07 / 11 / 2024**  
11:53:32 UTC

Viewed by Gina Marquez (gina.marquez@lytho.com)  
IP: 174.99.64.20



SIGNED

**07 / 15 / 2024**  
14:17:32 UTC

Signed by Gina Marquez (gina.marquez@lytho.com)  
IP: 64.96.81.176



VIEWED

**07 / 15 / 2024**  
15:36:35 UTC

Viewed by Jennifer Silverio (jsilveri@broward.edu)  
IP: 170.55.73.250



DECLINED

**07 / 15 / 2024**  
15:38:36 UTC

Declined by Jennifer Silverio (jsilveri@broward.edu)  
IP: 170.55.73.250



CLOSED

**07 / 15 / 2024**  
15:38:36 UTC

The signature request has been closed.