



## EXECUTIVE SUMMARY

**Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Broward College exercised the authority delegated by the Board to accept a non-standard agreement with D. Stafford & Associates LLC for annual online training services for Clery Act compliance. Fiscal Impact: \$1,340.00.**

**Presenter(s):** John Thornton, Vice Provost, Academic Operations

**What is the purpose of this contract and why is it needed?** This contract provides for online self-paced training for Campus Security Authorities (CSAs). CSAs are required by the Clery Act and training must be provided annually. The College has over 275 personnel who meet the classification of CSAs and online self-paced training is the most efficient way to accomplish this compliance task.

**What procurement process or bid waiver was used and why?** Small purchase for Category One (\$0.00 - \$10,000) per College Procedure A6Hx2-6.34 was used, where there is no formal or informal competitive requirements for goods and services acquired by the College at this dollar threshold. One quote was obtained by the requesting department to identify 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.

**What fund, cost center and line item(s) were used?** FD100 CC0246 65000 (Professional fees).

**Has Broward College used this vendor before for these products or services?** No.

**Was the product or service acceptable in the past?** Not Applicable.

**Was there a return on investment anticipated when entering this contract?** Yes. Training will provide compliance with federal law and avoid fines up to \$69,733 per violation.

**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?** Compliance with the Clery Act will provide for appropriate referral of reports of criminal activity, providing support for the students and contributing to a safer campus.

**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: \$1,340.00 CC0246, FD100, BU201, PGH2\_17000000

09/24/24 CC0246 · Safety & Emergency Operations

(\$1,340.00)

# Jamonica Rolle

Jamonica Rolle, Vice Provost, Academic Affairs

8/21/2024

























APPROVAL PATH: 12465 D. Stafford & Associates LLC - Online Training for Clery Act Compliance

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

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



# D. STAFFORD & ASSOCIATES

## INVOICE FOR 280 CSAs

**Invoice Date:** August 13, 2024  
**Invoice Due:** September 12, 2024  
**Invoice Number:** 2024-081302  
**Invoice Period:** September 1, 2024 -  
August 31, 2025

**Bill To:** Broward College  
6400 NW 6th Way  
Fort Lauderdale, FL 33309

Item	Number	Amount
CSA Online Training Program Annual Subscription Fee (150 users)	1	\$950.00
Additional License Fee (\$3.00 per user between 151- 499 users)	130	\$390.00
		<b>TOTAL DUE: \$1,340.00</b>

Please make check payable to "D. Stafford & Associates" (EIN: 27-0594131) and mail payment to:

D. Stafford & Associates  
179 Rehoboth Avenue, #1121  
Rehoboth Beach, DE 19971

Thank you for your business!

If you have questions about your invoice, please email [assistant@dstaffordandassociates.com](mailto:assistant@dstaffordandassociates.com).  
Please remit payment via check by September 12, 2024 to avoid service interruption.

**From:** [D. Stafford & Associates](#)  
**To:** [Mark Moore](#)  
**Subject:** CSA Online Training Order Form  
**Date:** Monday, August 12, 2024 10:52:58 AM

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**CAUTION:** This email originated from outside of Broward College. DO NOT click links or open attachments unless you are expecting the information and recognize the sender.

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Mark,

Your order for the D. Stafford & Associates Campus Security Authority Online Training was successfully placed on Aug 12 2024 10:46AM. A copy of the information you provided at the time of the order is below for your reference, including the Terms & Conditions to which you agreed.

An invoice will be sent to you in a separate email. Invoices are normally sent within two business days following placement of your order. If you do not receive an invoice via email, please check your junk mail. If it still isn't there, please email [assistant@dstaffordandassociates.com](mailto:assistant@dstaffordandassociates.com) for assistance. You will have the opportunity to pay the invoice by credit card or check.

Separate from the invoice, you will receive an email requesting you complete an "Implementation Guide" that will collect information from you that will enable us to build your institution's customized training site. Please make sure you provide this information in a timely fashion, once requested, so that we can ensure a seamless onboarding experience for your institution.

Thank you again for subscribing to the D. Stafford and Associates Online CSA Training Program. We look forward to serving you! If you have any questions in the interim, please do not hesitate to contact us at [assistant@dstaffordandassociates.com](mailto:assistant@dstaffordandassociates.com).

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**TERMS & CONDITIONS**

This Agreement is entered into between the Institution ordering the On Line Training System ("Client") and D. STAFFORD AND ASSOCIATES, LLC ("DSA"), a Delaware corporation with its principal place of business at 26 Blackpool Road, Rehoboth Beach, Delaware 19971. The Client and DSA are sometimes referred to as the "parties."

The parties recognize that DSA has certain expertise and knowledge regarding compliance with The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act"), a federal statute at 20 U.S.C. § 1092 and Title IX and DSA has developed an On-Line Training Program to assist its customers with compliance with the Clery Act, (the "Training Program");

The parties also recognize that the Training Program is accessed through "DialogEDU," an Internet web-based platform operated by a third party, DialogEDU and Client desires to access and use the System and Training Programs;

The parties agree as follows:

Subject to Client's compliance with the material terms and conditions of this Agreement, DSA shall grant Client the right to access and use the Training Program.

Term. This Agreement will commence on the date the system is purchased and continue for one year unless terminated prior to that date. This Agreement shall be automatically renewed for successive one (1) year terms unless either party notifies the other party that it is terminating at least thirty (30) days prior to the expiration of the current term. No refunds will be provided to the Client if they terminate the agreement within the current term. However, the parties agree that this Agreement shall automatically terminate if DSA ceases to have the rights to perform the Services.

Initial and Subscription Fees. During the initial term, the fees payable by Client to DSA for implementation and usage of the System and Training Programs will be as follows:

Annual Subscription Fees

0-49 CSA's = \$490 per year

50-74 CSA's = \$595 per year

75-99 CSA's = \$690 per year

100-149 CSA's = \$700 per year + \$5.00 for each person between

101-149.

150-499 CSAs = \$950/year (+\$3.00/person between 151-499)

500+ CSAs = \$2,000/year (+1.00/person over 500)

Payments shall be due and payable within 30 days of the date of invoice.

Intellectual Property. Client acknowledges that there is intellectual property associated with the Training Program, including copyright and trade marks, and that all intellectual property belonging to DSA, including but not limited to copyright, trademarks, trade secrets, business strategies, business methods, software, know-how, etc., shall remain in their entirety with DSA and that Client will keep any proprietary information confidential. Similarly, DSA acknowledges that any and all intellectual property or proprietary information added to the on-line training system belonging to Client, including but not limited to copyright, trademarks, trade secrets, business strategies, business methods, software, know-how, etc., shall remain with Client and to keep any proprietary information confidential. DSA may share any information necessary to operate the program with its vendors, including but not limited to IDS.

No Warranty. Client acknowledges that the Training Program utilizes and depends upon a platform, system and site developed and operated by a third party, DialogEDU and agrees to abide by all terms and usage set forth by DialogEDU and DSA Training Program platform. Client will promptly inform DSA of any problem that it may encounter and DSA and DialogEDU agree to use all commercially reasonable efforts to resolve any problem and make the Training Program and system perform. DSA shall not be responsible for any losses attributable to any downtime or system failure.

Permitted Use and Access/Compliance with Laws and Regulations. The Client shall be responsible at all times for (i) providing the identities of its campus security authorities who will be accessing the Training Program to DSA and ensuring that only its duly authorized campus security authorities or administrative personnel ("Client's End Users") employed by the institution or employed at the institution through a sub-contractor, such as Aramark, or other company providing direct services to the Client institution, have access to the Training Program, and (ii) the conduct of its employees and agents with respect to the system and the Training Program and (iii) ensuring its own compliance with any federal, state and local regulations. DSA has the right to inspect and audit to ensure that persons accessing the Training Site and Training Program are duly authorized under this Agreement.

Defined/Restrictions. End Users shall be restricted to those certain employees, agents, affiliates of Client who fall within the definition of "Campus Security Authority" under the Clery Act or "Responsible Employees under Title IX, to which DSA grants limited access to the System and Training Programs in accordance with this Agreement ("Client's End Users"). Client agrees that Client must itself determine whether Client can share access to and/or use of information in the System with any prospective Client's End User. Upon execution of this Agreement or within 30 business days following execution, Client shall provide DSA with documentation in the training platform that generally identifies those individuals and entities that Client intends to be Client's End Users, by name, title and department.

Responsibility for Client's End Users. Client shall be solely and entirely responsible for the acts or omissions of all Client's End Users, and will ensure that all Client's End Users comply with all of the terms and conditions of this Agreement. DSA nor DialogEDU shall be liable or responsible for any Client's postings or communications, other acts, or omissions, including the quality or accuracy of any information posted on the System. In the event of any dispute between Client and a Client's End User, Client agrees to release and hold harmless DialogEDU and DSA, its directors, shareholders, agents and employees from any claims and damages of every nature (including actual, special, incidental and consequential damages), known and unknown, disclosed and undisclosed, arising out of or in any way connected with such dispute.

Passwords and Security. Client shall not allow any third party (other than a

Client's End User) to access the Training Program and System using a user name and password of Client or obtained by the Client. Client is solely and entirely responsible for any use of the Training Program and System via a user name and password of Client or a Client's End User. Immediately upon discovery of unauthorized use of a user name and password of Client or a Client's End User, Client will promptly notify DSA so that a new password may be issued. Client will be liable for any unauthorized use of the Training Program and System until Client notifies DSA of the security breach. Client agrees to not invade a Client's End User's privacy. Client shall not breach or attempt to breach the security of a Client's End User's computer, software or data without the knowledge and express consent of such Client's End User. Use or distribution of tools designed for compromising privacy or security, in connection with the Training Program, Site or System, is strictly prohibited.

Information Posted on the System. DSA is not obligated under this Agreement or otherwise to review the substance of documents posted on the Training Program or System by the Client for the client's end users. Client is solely responsible for information that it posts on the Training Program or System. DSA does not endorse or attest to the accuracy of any information posted on the System by the Client. Client agrees that DSA and DialogEDU have no obligation to monitor the content on the Site, the System or links to other web sites, and expressly disclaims any responsibility of DialogEDU or DSA to filter any such content.

Failure to comply with these guidelines can result in termination of access to the System and/or termination of this Agreement.

Client Representations. Client represents, warrants and agrees that Client and its End Users will not:

- a. falsify or misrepresent any personal or business information regarding their identity or intentions with respect to any matter;
- b. use, reproduce, distribute, publish or communicate any information obtained from the System or Site for any commercial reason, unless such activity has been expressly approved in writing by DSA.

No Resale of Access or Services of the System. Client's right to use the System is limited solely to Client and Client's End Users. Client may not reproduce, duplicate, copy, sell or resell access to or any other services relating to the System, without the advanced, express written consent of DSA.

No partnership/joint venture. The parties are independent of each other and acknowledge that no partnership or joint venture arises from this Agreement and that no fiduciary relationship is created between them. No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary rights of any kind in any third party.

Entire Agreement/Governing Law/Venue/Fees. This Agreement represents the entire agreement of the Parties. Its terms shall be governed by the laws of the



State of Delaware. Any disputes shall be brought in a court of competent jurisdiction in Delaware. If any dispute between Client and DSA were to result in litigation, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

User Licenses. Each person added to the system uses a license. The client purchases a specified number of licenses, one for each user, upon completing the purchase. The user can take any single class or any combination of the classes available in the training center, as part of the license purchased by the client for each user. It is a violation of the license agreement to add users into the system, have them take the training, and then remove and replace them with different users. DSA staff members actively review the site activity to identify violations of the license agreement. Institutions will be billed for the actual number of users who take the training and will be billed an additional \$500.00 license violation fee in instances where a client institution violates the license agreement. This fee is intended to cover the administrative costs that DSA incurs to identify and respond to these violations.

In an effort to be more than fair to our clients, DSA does allow institutions to re-use a license, in what we deem to be a legitimate case. This means that if a user leaves the institution, we allow his/her replacement to be added to the system using the same license. We do not invoice our clients for another "license" under this scenario. In these circumstances, campus administrators have the ability to deactivate the user who left and add his/her replacement into the system. DSA reserves the right to request verification showing that the individual who was removed from the system is no longer with your institution.

Client agrees and acknowledges that DSA may amend the Client and End User Agreement from time to time by providing Client with notice of such as amendment, by electronic mail or otherwise.

## CSA Online Training Order Form

Individual Purchasing the Training System on behalf of the Institution \*

Mark Moore

Institution Name \*

Broward College

Mailing Address \*

6400 NW 6th Way  
Fort Lauderdale, FL 33309  
United States

Your Email \*

[mmoore6@Broward.edu](mailto:mmoore6@Broward.edu)

Your Phone Number \* (954) 201-5321

Should the invoice be sent to the same individual as the person completing this order form? \* Yes, please email it to me

Will you be the person who will act as the training site's administrator (enrolling users, monitoring completion of training, etc.)? \* No, someone else will serve as the administrator

Name of Site Administrator \* Natasha McKay

Email Address of Site Administrator \* [nmckay@broward.edu](mailto:nmckay@broward.edu)

Primary Phone Number for Site Administrator \* (954) 201-5328

Secondary Phone Number for Site Administrator (954) 201-5321

Total Number of Campus Security Authorities \* 280

Based on the number of CSAs you plan to train with this system, please select the applicable Subscription Type. \* 150-499 CSAs (\$950/year + \$3.00 per person between 151-499)

Are you an IACLEA Member? \* No

Terms & Conditions \* 

- I agree to the Terms & Conditions above.

**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 (ADA) and related regulations. Optional, "bonus" services offered to BC at no additional charge and with no obligation to BC are not required to be ADA-compliant.

**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, 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

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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

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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**

**VENDOR:** Click or tap here to enter text.

By: Colleen Brenington

Name: Colleen Brenington

Title: Director of Marketing/Technical Support

Date: 11/21/24