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BROWARD COLLEGE

Define yourself.

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: March 31, 2009

Place: Regular Meeting of the Board of Trustees
Broward College
North Campus - Bldg. 46/Room 152
1000 Coconut Creek Boulevard
Coconut Creek, Florida

Subject: Agenda Item VII-C-PatrolSim Driving Simulator Upgrade

Brief Description:

Under the requirement of College Policy 6Hx2-7.02, this sole source justification is submitted to procure an upgrade to the pre-existing PatrolSim Driving Simulator to the newest version IV software/computer and plasma TV's at the Institute of Public Safety.

Benefit to BC:

The Florida Department of Law Enforcement (FDLE) mandates, as part of the CMS curriculum for Basic Recruit training, to teach a 40 hour block of defensive driving. Part of this instruction is used with the PatrolSim to simulate driving scenarios that could not be simulated on the vehicle operations track.

In addition, the Simulator is used to train client agency personnel to become FDLE certified driving instructors.

MPRI, the company that has developed these proprietary software upgrades to run on their simulator, has also agreed to provide all maintenance support to this driving simulator.

Relationship to College Master Plan:

This request is in support of goal four to position Broward College to be the vehicle of choice for training Broward County's workforce. The upgrades to the simulator will allow our recruits and client agencies the opportunity to receive state-of-the-art training.

08-MF-0004C

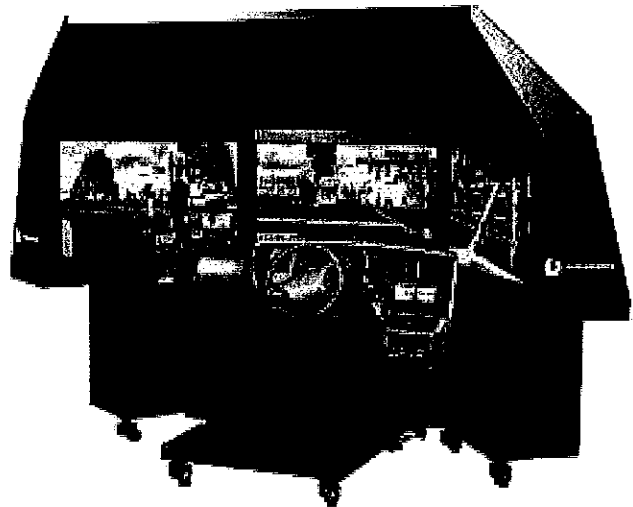


PROPOSAL & TECHNICAL DESCRIPTION

PatrolSim™ IV Driving Simulator

Broward College
Attn: Mitch Frank
3501 Davie Road
Davie, FL 33314
754-581-3617

MPRI, a Division of L-3 Services, Inc.
2961 West California Ave.
Salt Lake City, Utah
USA 84104
Phone 801-983-9900
Fax 801-983-9901
www.mpri.com



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1 Contract Overview

The contract resulting from this proposal shall not be binding upon MPRI, an L-3 company ("MPRI"), until executed and returned by MPRI's authorized representative. If a copy of this customer executed Proposal is not returned within ten days of the date of **Broward Community College** execution of this Proposal, such Proposal shall be deemed null and void.

Acceptance of the above terms represents a contract between the Client and MPRI. Any changes to the above referenced terms must be made in writing and accepted by MPRI in writing.

MPRI driver division has an uncompromising commitment to the highest standards of ethics and integrity, conforming without exception or equivocation to both the letter and the spirit of the law.

Respectfully Submitted,

Michael Flavin
Director Municipal Sales
MPRI, Inc.

ACCEPTED BY:

Signature

Name:

Title:

Organization:

Date:

Tax ID #:

ACCEPTED BY:

Signature

Name:

Title:

Organization: MPRI, an L-3 company

Date:

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BROWARD COLLEGE
MPRI PatrolSim™

1.1 Simulation Equipment Pricing

Customer: Broward College
Customer Location: Davie, FL
Delivery: Work to be scheduled with Broward C.C. and MPRI Customer Service Team
Terms and Conditions: Refer to Terms and Conditions.
Pricing Valid Through: 12/31/2008

UPGRADE				
Qty	Description	Units	Unit Price	Total Price
	Total Upgrade Cost			\$31,808
1	5.4 Software (latest version)	Each		\$ -
1	Simulator Opcon	Each		\$ -
1	Scenario Studio software	Each		\$ -
3	Simview Computers	Each		\$ -
1	Frame	Each		\$ -
3	Plasma's	Each		\$ -
1	Hub	Each		\$ -
1	Travel and Labor (25 hours)			\$ -
Options				
Full Service Warranty Extensions				
1	One (1) year extension per simulator.	Year	\$ 5,000	\$ 5,000
Total Price Before Sales Tax *				\$ 36,808

* Invoice sent will reflect Country, State and/or County taxes that are applicable.

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BROWARD COLLEGE
MPRI PatrolSim™

1.2 Terms and Conditions of Sale

This Proposal is subject to the following terms and conditions:

1. Contract Formation:

- a. If this instrument is a quotation, whether or not responsive to a request from **Broward College** (hereinafter "Client"), it constitutes the offer of MPRI, a division of L-3 Services, Inc (hereinafter "MPRI") to the Client, and becomes a binding contract under the terms and conditions set forth herein when the Client accepts it. However, any such acceptance shall be valid only if made within thirty days of the date of this instrument or such other time period specified herein. If this instrument is an acknowledgment, it constitutes MPRI's acceptance of the Client's order, subject, however, to the terms and conditions set forth herein. Upon the creation of a contract, this instrument will recite the entire agreement between the parties with respect to the goods, equipment or services being purchased, and shall supersede any other agreement, writing or understanding whether made before or after the date of this instrument. MPRI's contractual obligations are expressly limited to the terms contained herein. The inclusion of any different or additional terms in any other instrument is objected to, and performance by MPRI shall occur with the express understanding that only the terms and conditions recited herein shall control.

2. Payment Terms:

- a. All payments are to be paid to MPRI, Inc. and submitted to the following address:
MPRI, an L-3 company, 1320 Braddock Place, ATTN: Finance, Alexandria, VA 22314-1694.
- b. Payments may also be wired directly to:
Bank Name: JP Morgan Chase Bank, N.A.
Bank Address: Chicago, IL
ABA (ACH): 071000013
Routing (Domestic Wire): 021000021
Swift (Intl): CHASUS33
Beneficiary: MPRI
Account #: 11-00437.
- c. All payments are to be made in U.S. dollars and without expense to MPRI.
- d. Client agrees to pay any expenses incurred in collecting any unpaid balance of the purchase price, or in recovering possession of goods including reasonable attorney's fees.
- e. Full payment shall be received net 30 days from acknowledged receipt.

3. Packing and Shipping:

- a. Packing and shipment shall be in accordance with good commercial practice.

4. Delivery and Title:

- a. Title must pass at the time of acknowledged receipt, which is also the time the Client becomes obligated for their payment liability to MPRI. Shipping terms are FOB Destination.
- b. Under no circumstances shall MPRI have any liability whatsoever for delays, loss of use, or for any indirect or consequential damages arising from any delay or loss of use.
- c. MPRI shall not be responsible for the failure to perform any obligation arising hereunder due to events beyond its control. These events shall include, but are not limited to, fire, storm, flood, earthquake, explosion, accidents, acts of public enemy, sabotage, strikes, labor disputes, labor shortages, work stoppages, transportation embargoes or delays,

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failure or shortage of materials or machinery used by MPRI in the manufacture of the goods supplied hereunder, acts of God, failure of suppliers or subcontractors, to satisfactorily meet scheduled deliveries, and acts or regulations or priorities of the Federal, State, or local government or branches or agents thereof, government contracts or shipments to purchasers to fulfill government contracts.

- d. No claim for shortage in packaging shall be allowed unless reported to MPRI, in writing, within ten days after receipt of goods.

5. Patents, Copyrights, Trade Secrets and Other Intellectual Property:

- a. Patent or Copyright Infringement - Indemnity. MPRI shall hold harmless and defend COLLEGE against any and all suits based on any claim that the use by COLLEGE of the deliverables provided under this Agreement by MPRI infringes on any United States patent right or copyright, provided SERVICE PROVIDER is promptly notified in writing of any such suit or claim against COLLEGE, and further provided that COLLEGE permits MPRI to defend, compromise or settle the same, and gives MPRI all available information, reasonable assistance, and authority to enable MPRI to do so. This indemnity shall not apply to any infringement arising out of: (i) the alteration or modification of the deliverables by COLLEGE; (ii) any use of the deliverables which is not authorized herein; or (iii) use of the deliverables with any hardware or software not supplied or approved by MPRI. This provision sets forth MPRI's sole obligation and liability and COLLEGE's exclusive remedy for any proprietary rights infringement by the deliverables
- b. *The Client shall not receive, as a result of the sale of goods hereunder, any right or license of any kind under any patent or copyright or with respect to any trade secret or other intellectual property owned or controlled by MPRI or under which MPRI may be licensed, except that the Client may use the technology or software and visual databases for their own internal use only. Software and visual databases are restricted to use only on MPRI delivered systems, and may not be distributed to or utilized on other systems at Client's facility, or to other parties except as facilitated and approved by MPRI in writing.*

6. Limitation of Liability:

- a. Neither party shall be liable to the other pursuant to this Agreement for any amounts representing loss of profits, loss of business or indirect, consequential, exemplary, or punitive damages of the other party.

7. Mutual Indemnification:

- a. MPRI agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client from and against any liabilities, damages, and costs (including reasonable attorneys fees and cost of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during performance of services under this Agreement, by the negligent acts, errors and omissions of MPRI or anyone for whom MPRI is legally responsible, [subject to the limitations set forth in the Limitation of Liability article of this Agreement]. This indemnification expressly disclaims any liability on the part of MPRI to Client for claims against Client that arise from circumstances or events, or acts or omissions to act by Client's customers, outside of the time during which such customers receive training on MPRI's simulators.
- b. The Client agrees, to the fullest extent permitted by law to indemnify and hold harmless MPRI, its officers, directors, principals, and employees, from any liabilities, damages, and costs (including reasonable attorneys fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of Client, Client's contractors, Client or anyone for whom Client is legally responsible.

8. Information, Data and Design:

- a. Any proposals, prints, brochures, drawings, designs, data or other information furnished to the Client by MPRI before, after, or contemporaneously with the execution of this Contract shall remain the property of MPRI, shall be used by the Client solely for its own internal purposes and not to the detriment of MPRI's competitive position, and shall be kept confidential by Client, to the extent permissible by law, using the same standard of care that it uses with respect to its own proprietary information, but in no event less than a reasonable standard of care. When given, all such proposals, performance and production projections, prints, brochures, drawings, designs, data and other information are based on MPRI's knowledge and understanding, but are, in all events, estimates only and are not guaranteed or warranted in any respect. Any design information provided by MPRI shall not constitute an assumption of design responsibility unless otherwise expressly assumed by MPRI in writing. MPRI's technology, software, and visual databases contain production and design concepts and technologies proprietary to MPRI and its suppliers. Client agrees not to reverse-engineer for others or its own use or disclose to other parties any concepts and techniques revealed to it through the use or evaluation of MPRI's systems.

9. Cancellation of Contract:

- a. Prior to Shipment: The College may cancel this contract at any time prior to shipment.
 - b. Inspection and Acceptance. Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the awardee until goods are received by the College. If the materials or services supplied to the College are found to be defective or not conform to specifications, the College reserves the right to cancel the order upon written notice to the seller and return product at awardee's expense.
 - c. Funding Out Clause. Section 237.161, Florida Statutes, prohibits College from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, College may, during the contract period, terminate this agreement at any time for non-appropriation of funds. This written notice will release College of all obligations, subsequent to the termination date, in any way related to this agreement.
- a. Awaiting suggestion from Customer

10. Applicable Law:

- a. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the Seventeenth Judicial Circuit Court of Broward County, Florida or the applicable federal court.

11. Assignments:

- a. Neither the Client nor MPRI shall delegate or assign any of its rights, duties, or responsibilities in and to this Contract or any interest arising hereunder without the prior written consent of the other party.

12. Waivers:

- a. Waiver by MPRI of any breach of any provisions in this Contract, or its failure to exercise any right shall not be construed as a waiver of any other breach, or a waiver to exercise any other right.

13. Default:

- a. If the Client fails to pay any invoice when due, or fails to accept authorized shipments as scheduled, or any representation or warranty made by Client in connection herewith is false or misleading in any material respect, MPRI may, at its option and without prejudice

to other remedies, either defer further shipments until the default is corrected or cancel MPRI's remaining obligations under this Contract.

14. Client represents and warrants that:

- a. Client is not and shall not be, and no person who owns a controlling interest in or otherwise controls Client is or shall be, (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, "OFAC Laws and Regulations"), (ii) a "Designated National" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, (iii) a person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders (collectively, the "Executive Orders"), provided however, that none of the foregoing shall apply to any person or entity to the extent that his or its interest is in or through a U.S. Publicly-Traded Entity; and Client is in compliance with all OFAC Laws and Regulations, Executive Orders and related government guidance;
- b. Neither Client nor any holder of a direct or indirect interest in Client (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering (18 U.S.C. Sections 1956 and 1957), or drug trafficking, terrorist-related activities or other money laundering predicate crimes or a violation of the Bank Secrecy Act laws (31 U.S.C. Sections 5311, et. seq.), (ii) has been assessed civil penalties under these or related laws (collectively, "Anti-Money Laundering Laws"), or (iii) has had any of its funds seized or forfeited in an action under Anti-Money Laundering Laws.
- c. Client will make or cause to be made, all payments to MPRI by check or wire transfer drawn on a U.S. bank account in the name of Client or of a third party approved in writing in advance by MPRI;
- d. Client's tax identification number and organization number, if applicable, are as set forth under its signature block on the signature page. All evidence of identity provided by Client to MPRI is genuine, and all related information is accurate.
- e. The person who executed the offer, which this instrument accepts, or who will execute the Client's acceptance of the offer contained in this instrument, has duly executed the relevant documents on behalf of the Client, and is duly authorized to so act.

15. Disclosure:

- a. Client consents to the disclosure to U.S. regulators and law enforcement authorities by MPRI or any of its affiliates or agents of such information about Client that MPRI reasonably deems necessary or appropriate to comply with applicable U.S. Anti-Money Laundering Laws and anti-terrorists laws and regulations and OFAC Law and Regulations.

16. Compliance with U.S. Export Regulations:

- a. The Client is hereby placed on notice that the technical data or hardware furnished with this quotation/Contract may relate to articles controlled by the US Government for export and may, therefore, be subject to export licensing requirements and limitations on disclosure or shipment to foreign nationals under U.S. Law. Federal, criminal and civil penalties may result from any violation of these export provisions. Client indemnifies MPRI from any breach of such requirements and laws following Client's receipt of export controlled data or hardware.

17. Waiver of Sovereign Immunity:

- a. Nothing contained in this Agreement, including but not limited to the Indemnification sections herein, is intended to serve as a waiver of sovereign immunity as afforded by Florida Statute 768.28.

*Intentionally
left blank*

1.3 Full Service Warranty

FULL SERVICE WARRANTY CONTRACT

MPRI, an L-3 company ("MPRI"), with its headquarters located at 1320 Braddock Place, Alexandria, VA 22314-1694 and Broward College ("Client") enter into this Full Service Warranty Contract (the "Contract") for the support of MPRI's Simulator products (referred to collectively as "Product" herein) beginning on the Coverage Start Date set forth below.

Subject to the terms and conditions of this Contract, MPRI agrees to provide the following support services with respect to MPRI's Simulator Products contained herein:

- o Repair or replacement of defective parts & components.
- o The costs for shipping parts out and bringing them back from the Client's location.
- o On-Site field service support for labor and repairs.
- o Toll Free Customer Service Phone Support 24 hrs a day, 7 days a week (1-800-595-5740).
- o Remote diagnostics via modem (Client must provide voice and modem phone lines at the simulator).
- o Software and hardware updates are included as defined in paragraph 5.

In consideration of the mutual agreement as set out in this Contract, the parties hereby agree as follows.

1. Price of the Full Service Warranty Agreement:

- Year (1) one – included with purchase of simulator
- Year (2) two – \$5,000 per simulator per year
- Year (3) three – \$5,000 per simulator per year
- Year (4) four - \$5,000 per simulator per year

If extended warranty is not purchased coincident with simulator purchase, warranty for the following year must be paid no later than thirty (30) days prior to the expiration of the current commitment.

- 2. Coverage Start and Expiration Dates:** Coverage starts on the installation date and expires years (up to a maximum of 4 years) after the installation date.
- 3. Requesting Service and Service Hours:** To request service, Client shall call 1-800-595-5740, 24 hours a day, seven days a week.
- 4. Trouble Shooting and Repair:** When Client calls MPRI regarding a technical problem with their simulator, the Client and Customer Service technician will troubleshoot the problem. It is the responsibility of the Client to maintain a data (modem) and voice phone line at the simulator(s) to diagnose the problem. Once the simulator has been diagnosed over the phone and the failure determined, MPRI will ship replacement part(s). When the part(s) are received, the Client will call MPRI Customer Service (800-595-5740) to receive telephone assistance to repair of their simulator. This process enables the simulator to be repaired as quickly as possible.

If the simulator is not repairable by the Client with the assistance of the MPRI technician via telephone, then MPRI will schedule a Field Service Engineer to visit the Client's site to repair and service the simulator within 10 days. MPRI shall bear all travel-related costs (e.g., airfare, rental car, gas, lodging and meals) it incurs with respect to this Contract. On-site service will be provided during Normal Business Hours at Client's address. MPRI will determine the need for the on-site visit.

If the Client requests Emergency Service, defined as service provided at the Client's location within less than 10 days of the Client's request, Client agrees to pay an Emergency Service Fee to MPRI. If Emergency Service is requested within ninety (90) days of product installation, Priority Service will be provided within one (1) week and the emergency service fee waived.

After the simulator has been repaired, the Client will return the defective part(s) and any other unused part(s) within ten (10) business days to MPRI using the instructions and return shipping labels provided. If the part(s) are not received at MPRI within ten (10) business days after the problem has been resolved, the Client will be billed for the cost of the part(s).

Carry-in Service - Periodically, Client's Product may need to be removed and repaired at a MPRI authorized repair center, in which case, Client is responsible for delivering the product to and from the MPRI authorized repair center. If "carry-in" service is required or requested by Client, Client is responsible for delivering its product to and from the authorized repair center.

5. **Moving Your Covered Product to a New Location in the USA:** Client may change its service address at any time by notifying MPRI in writing at the address set forth above. Damage incurred by moving Client's covered product is not covered under this Contract, unless the move is managed by MPRI. Cost of an MPRI-managed move is not covered under this contract.
6. **Updates:** Software and hardware updates will be defined by MPRI. These updates will be provided free of charge to the Client.
7. **Upgrades:** Software and Hardware upgrades will be defined by MPRI. These upgrades will be available for purchase and installation upon request and are subject to availability.
8. **Service Contract Cancellation:**
MPRI may cancel this Contract if any of the Client's obligations, agreements or promises contained in this Contract are breached, in which case, Client will be refunded a pro-rata amount of the Contract price, less (1) the Administrative Fee, and (2) the costs incurred by MPRI in making any repairs and/or rendering any service pursuant to this Contract, and (3) any other costs or expenses incurred by MPRI on account of such breach.
9. **Service Contract Limitations:**
 - a. **Renewals** – MPRI is not obligated to renew this Contract.
 - b. **Non-Original Manufacturer and Re-Manufactured Parts** - Genuine factory parts will be used whenever possible, however, only MPRI authorized use of non-original manufacturer and re-manufactured parts is allowed under this Contract.
 - c. **Limitation of Liability** - To the extent permitted by applicable law, the liability of MPRI, if any, for any allegedly defective covered Product or part(s) shall be limited to repair or replacement of the Product or part(s) at MPRI's option. However, if MPRI, at its sole discretion, determines that a Product, which it is otherwise required to be repaired or replaced pursuant to this Contract, is not repairable or replaceable (which includes when the Product or parts are no longer available), then MPRI shall either provide Client with a similar product (on terms and conditions acceptable to Client and MPRI) to replace the defective Product, or give Client the right to cancel this Contract and receive, as Client's sole and exclusive remedy, a pro-rata refund of the purchase price of this Contract (with no deduction for any Administrative Fee or for repairs already rendered by MPRI). In any event, to the extent permitted by applicable law, the maximum liability of MPRI, if any, for damages relating to or resulting from any defective covered Product or part(s) or MPRI's failure to perform its obligations under this Contract with respect to such Product or part(s) shall be an amount equal to your purchase price for such Product or part. **IN NO EVENT SHALL MPRI BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE RESULTING FROM ANY DEFECT OR MALFUNCTION OF THE PRODUCT OR LOSS OF USE THEREOF. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MPRI BE**

LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT OR THIS CONTRACT OR ANY ACTION TAKEN IN CONNECTION THEREWITH. AS OF THE COVERAGE START DATE, THE WARRANTIES AND REMEDIES PROVIDED TO CLIENT UNDER THIS CONTRACT IS THE ONLY WARRANTIES AND REMEDIES WITH RESPECT TO THE COVERED PRODUCT. ALL OTHER WARRANTIES AND REMEDIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMANCE TO CLIENT'S SPECIFICATIONS ARE HEREBY EXCLUDED AND DISCLAIMED.

10. What is NOT Covered Under This Contract:

- a. Repair or replacement of Product(s) or parts upon Client's noncompliance with any part of this agreement.
- b. Coverage, components, products or items not specifically listed herein, or Products whose serial numbers have been removed or altered.
- c. Any loss, damage or failure of any components or peripherals not installed by MPRI, an authorized representative of MPRI or under the direction of MPRI.
- d. Any loss, damage or failure resulting from improper use, storage or operation.
- e. Consumer replaceable items, including but not limited to batteries, tapes, ribbons, bulbs, air filters, fuses, belts, etc.
- f. Loss, damage or failure resulting from unauthorized repairs, additions, or modifications performed by Client or third parties.
- g. Any loss, damage or failure of the cabinet, housing, case or frame of the Product or any non-operating part, such as any plastic or decorative parts masks, or glass.
- h. Any loss, damage or failure caused by conditions beyond MPRI's control, such as normal wear and tear, inadequate plumbing, wiring or electrical/power supply, power surge, rust, corrosion, infestation, negligence, abuse, misuse, theft, vandalism, acts of God, environmental conditions (e.g., fire, floods, sand, dirt, windstorm, hail, earthquake, or exposure to weather conditions), failure to follow MPRI's recommended maintenance, leaking batteries, excessive humidity or dampness.
- i. Any loss, damage or failure of any software (other than software manufactured by MPRI).
- j. Service outside of the United States and Canada is not covered. Coverage outside the US and Canada is limited to telephone support ONLY; replacement parts, shipping, taxes, duties, etc are not covered under the provisions of this contract.

11. Your Promises and Assurances: In order for this Contract to remain in full force and effect during its term, Client promises and assures to: (1) fully cooperate with MPRI, MPRI technicians and authorized representatives during diagnosis and repair of the Product, (2) make the Product accessible to MPRI; (3) provide a non-threatening and safe environment for MPRI's on-site technicians, (4) provide the presence of a responsible person during the service, (5) Report any problem or defect associated with the Product promptly upon Client's discovery of such defect or problem to the customer service department. (1-800-595-5740), (6) return, at MPRI's expense, failed part(s) within 10 business days, and (7) maintain in good operating condition (at Client site) the telecommunication (Voice and Modem Phone) lines/equipment required by MPRI for compatibility with the telecommunication equipment and software at MPRI's facility for support under this Contract.

12. Governing Law; Attorneys' Fees: This Contract shall be governed by and construed by the laws of the State of Florida. This Contract is articulated in and governed by the English language.

13. General:

a. Entire Agreement. This Contract constitutes the entire agreement and understanding between the Client and MPRI with respect to the subject matter of this Contract. No variation or modification to this Contract or any waiver of any of its

provisions or conditions shall be valid unless in writing and signed by an authorized representative of each Party. In the event there is any variance between the terms of any order submitted by the Client and the terms and conditions of this Contract, the terms and conditions of this Contract shall prevail.

b. Notices. Any notices or consents permitted or required pursuant to this Contract will be in writing and shall be delivered by one of the following methods; (i) in person, (ii) by first class, certified mail, (iii) by commercial courier, or (iv) by facsimile transmission to the other party at the address set forth on the cover page of this Contract or such substitute address as either party may specify for itself by written notice. The notice will be deemed to have been given when received. All notices and communications between the parties concerning anything relating to this Contract or its subject matter shall be in the English language.

c. Headings. Section and paragraph headings used herein are for convenience only and shall not be used to affect, broaden or limit this Contract.

d. Unenforceable Provisions. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding, this Contract shall remain in full force and effect, and such term or provision will be stricken, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions which most nearly effect the parties' intent in entering into this Contract.

e. Relationship. Neither Party is the partner, joint venture, agent or representative of the other Party. The Client is an independent contractor. There is no employment relationship between the Parties. Neither party has the authority to make representations or warranties or incur any obligations or liabilities on behalf of the other party. Neither party shall make any representation to a third party inconsistent with this paragraph.

f. Construction. This Contract represents the wording selected to define this Contract and no rule of strict construction shall apply against either party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

g. Assignment. The Client shall not delegate or assign any of its rights, duties, or responsibilities in and to this Contract or any interest arising hereunder without the prior written consent of MPRI.

h. Successors. This Contract shall be binding upon and inure to the benefit of the successors and approved assignees of either party.

14. Maintenance Agreement:

At the end of this Full Service Warranty Contract, Client has the option to purchase a Full Service Warranty extension or Maintenance Agreement for one (1) additional year. The renewal contract must be purchased thirty (30) days or more prior to warranty expiration. If this Contract has lapsed in accordance with the Contract, Client agrees to pay an evaluation fee to assess the condition of the simulator and to conduct repairs to attempt bringing it up to full operating condition. However, MPRI shall not be obligated to reinstate coverage.

APPROVED AS TO FORM
AND LEGALITY.



KEVIN FERRANDER
COLLEGE ATTORNEY

BROWARD COLLEGE
MPRI PatrolSim™

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Confidential

11

Rev. 122107

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