



**THE SCHOOL DISTRICT OF ESCAMBIA COUNTY
PURCHASING DEPARTMENT**

SCHOOL BOARD EXECUTIVE SUMMARY

May 21, 2019

V. b. 2. E. CONSENT AGENDA / PURCHASING

14. Agreement: VOLO Master Services Agreement

DESCRIPTION OF PURCHASE:

A five (5) year agreement, subject to annual renewal, to enhance security and safety of District staff and students by providing District staff the ability to alert and communicate regarding emergency situations with designated, appropriate personnel and authorities. This software has expansion capabilities for video surveillance integration and additional notification/communication which will be explored, following a successful implementation. Services provided to the District will include training, licensing, and support. See attached.

Effective Dates: July 1, 2019 through June 30, 2020.

REQUESTED BY:

Protection Services and Information Technology

DISTRICT GOAL SUPPORTED:

District Goal E.1: Safety - To improve safety in the learning and work environment

SUPPLIER NAME:

VOLO, LLC, Ormond Beach, FL

AMOUNT OF PURCHASE:

\$104,100.00 Est.

FUNDING SOURCE:

General Fund (1110) – Safe Schools (6162)

*Purchase amount is estimated for Year 1 to include licensing and potential purchase of additional expansion capabilities.

METHOD OF PROCUREMENT:

Negotiation

OTHER REFERENCES:

School Board Rule 6Gx17-5.02(4)(F) – Acquisition of Information Technology Resources

VOLO Master Services Agreement

This Volo Master Services Agreement ("Agreement") by and between Volo, LLC, a Florida Limited Liability Company ("VOLO") and School Board of Escambia County, Florida, with its principal place of business located at 75 North Pace Blvd., Pensacola, FL 32505 ("CLIENT") whereby VOLO will furnish services to CLIENT upon the following terms and conditions: CLIENT hereby retains VOLO to provide Services, which are described herein ("SERVICES"), and covenants and agrees to pay VOLO for those Services in accordance with the terms of this Agreement.

This Agreement between VOLO and CLIENT will define responsibilities of both VOLO and CLIENT (jointly referred to as "the parties") throughout the Term of this Agreement.

1. **SERVICES:** During the Term of this Agreement VOLO will provide CLIENT access to its service network via an Internet portal available via the World Wide Web ("Web Interface") and via an Interactive Voice Response ("IVR") system for the purpose of utilizing services pursuant to one (1) or more Service Orders issued in accordance with this Agreement.
2. **TERM:** In accordance with Florida Statute 1011.14, the Term of this Agreement will commence as of the Effective Date, as defined in Attachment E, through June 30, 2020 and may continue for a total of five (5) years, renewable in one (1) year increments, subject to funding availability and Board approval. After the initial five (5) years, the Agreement may then renew thereafter in additional one (1) year terms for up to five (5) more years, subject to the current laws for that renewal term, Board approval, and funding availability ("Renewal") under the same terms and conditions as mutually agreed to and duly executed in writing.

2.1 **Non-appropriation:** VOLO acknowledges that CLIENT approval will be required each budget and such approval shall not be unreasonably or arbitrarily withheld. CLIENT reserves the right to negotiate in good faith for a reasonable time, not to exceed sixty (60) calendar days, as to the reduction in scope of services reasonably required to accommodate the reduction in such allocation. If CLIENT makes a determination that the reduction in scope to which VOLO has agreed is too large to be practicable, CLIENT may terminate this Agreement in full without further charge.

2.2 **Convenience:** Either party may submit written notice to the other of its intent to cancel no less than thirty (30) days prior to the end of any Term of this Service Order.

2.3 **Breach:** Breach of contract will occur should VOLO not perform in compliance with this Agreement. CLIENT reserves the right to enact the following remedies, at its sole discretion: provide written notice of the non-compliance and provide thirty (30) calendar days to correct or immediately terminate the Agreement with no early termination penalties. Any fees pre-paid will be refunded at a pro-rated amount for the time remaining in the then-current Term.

3. **EFFECT OF TERMINATION ON SERVICE ORDERS:** If this Agreement is terminated for any reason, this Agreement shall continue to govern all Service Orders entered into by the Parties prior to the date of termination of this Agreement until the expiration or termination of such Service Orders, unless otherwise agreed to by the Parties in writing. Within ninety (90) days from date of notice of termination for any reason, both parties will work together to develop a written transition plan to identify the records, method, timeline for transitioning, and destruction of Licensee data in a format acceptable to CLIENT. If required, Services may continue on a pro-rated month-to-month basis for a period not to exceed six (6) months with no additional fees allowed, unless mutually agreed to by both parties in writing. It is understood and agreed that final payment will be withheld until a transition has been deemed successful as described in the written plan.

4. **SOFTWARE LICENSE:** CLIENT and its designated users are granted a limited, non-transferable license to use the Services and related software, including VOLO OST™ web app and VOLO Touch™ mobile App. CLIENT and its designated users shall not reverse engineer, directly or indirectly transmit, broadcast, redistribute, forward or deliver the software or any part of the data, information, images or other products which constitute the Services to any other person or entity, in any format, or by any means.

5. **PAYMENT TERMS:** Late charges shall be equal to the lesser of the amount allowable in Chapter 218 of Florida Statute or one and one half percent (1.5%) per month, or eighteen percent (18%) per annum, on all balances outstanding beyond thirty (30) days. All payments due under this Agreement shall be paid to: VOLO, LLC at 9 Sunshine Blvd., Ormond Beach, FL 32174.

6. **MODIFICATION:** No amendments or additions to this Agreement shall be binding unless in writing and signed by both parties, except as may herein otherwise be provided.

7. **NOTICES:** All notices or requests, demands and other communications hereunder shall be addressed to the parties as follows, excluding any specific reference and allowance in the Agreement for notification via email:

As to VOLO: VOLO, LLC, 9 Sunshine Boulevard, Ormond Beach, FL 32174

As to CLIENT: School Board of Escambia County, Florida, Attention: Purchasing, 75 North Pace Blvd., Pensacola, FL 32505

Notices will be deemed received upon either: (a) date of hand delivery; or (b) date of delivery via a nationally recognized carrier bearing a verifiable tracking method.

8. **CONFIDENTIALITY:** VOLO agrees to maintain the confidentiality of CLIENT'S Confidential Information and to take all reasonable steps necessary to protect CLIENT'S Confidential Information from disclosure. VOLO also agrees it shall not disclose Confidential Information to any third party or to any individual employee (other than employees having a need to know for the purposes contemplated in this Agreement) or use the Confidential Information other than for the purpose of performing the services under this Agreement without the

and the content of CLIENT unless compelled to do so under court order from a court of competent jurisdiction which is first subject to the requirements of the Escambia School District Public Records Addendum - Attachment A - which sets forth the responsibilities of VOLO identified as "Contractor" for the purposes of this specific document. Further, in the event VOLO receives a Public Records request or subpoena, VOLO is required to immediately notify, via email in this specific instance, CLIENT's Protection Services Coordinator or designee, identified as Brian Johnson, bjohnson@escambia.k12.fl.us, with the details of such request. In the event, CLIENT receives a Public Records request or subpoena, CLIENT will reasonably notify within ten (10) calendar days, via email in this specific instance, VOLO's Chief Financial Officer, identified as Patrick Kelly, pkelly@voiosgds.com. "Confidential information" shall mean and include: (a) student records and reports that are confidential and exempt from disclosure under federal law, Florida Statutes, or Board Policy; (b) CLIENT employee personnel files that are confidential and exempt from disclosure under federal law or Florida Statutes; and (c) any other information, record, or document that is confidential or subject to privacy protection as otherwise provided by law, including but not limited to, the CLIENT's and VOLO's proprietary information.

9. **PIGGYBACKING:** Upon mutual agreement, VOLO agrees to allow other Florida public school districts, private, or Charter sites the option of using this Agreement to initiate their own services. Such sites may reside in the CLIENT's geographical area, however, CLIENT may not have management responsibilities for the governance of the site(s). Therefore, it is further understood and agreed to that CLIENT is not responsible for the financial or contractual obligations of any entity that elects to initiate their own services.
10. **GOVERNING LAW:** All matters pertaining to the validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. VOLO shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of these Services. These licenses and permissions will be provided to the District if requested. At all times during the term of this Agreement, VOLO shall comply with all applicable Board policies (so long as such policies do not conflict with a material term of this Agreement), Federal, State, and local laws and regulations. To the extent applicable, VOLO shall ensure that, as of the date of final acceptance of any deliverable, such deliverable likewise complies with all federal, state and local laws and regulations. VOLO shall provide CLIENT with assistance in complying with all applicable federal, state, and local laws and regulations. VOLO shall be responsible for assuring and proving that the licensed software complies or exceeds with all applicable provisions of federal, state, and local laws and regulations respecting the privacy and protection of student, parent, and patient information and that all of its employees and contractors comply individually with all such laws and regulations including, but not limited to, FERPA, HIPAA, and CIPA.
11. **DISPUTE RESOLUTION:** In case of any dispute arising or related to this Agreement, VOLO and CLIENT, by mutual agreement, shall attempt to resolve any dispute informally through mediation and if necessary, litigation. During such dispute or disagreement under this Agreement or any proceeding to resolve such dispute, pending final resolution of such dispute or disagreement, VOLO shall not interfere with the access or use by CLIENT of the licensed software and access, unless such dispute is based on nonpayment. In addition, the parties expressly agree that if any dispute or disagreement arises with respect to the performance of any of either party's obligations which would otherwise delay the schedule for either party's performance of any of its subsequent obligations, to the extent technically and operationally feasible, each party shall proceed to the performance of such subsequent obligations according to the existing schedule as if such dispute or disagreement were non-existent, but shall be entitled to reimbursement or relief for delay as determined during resolution of the dispute.
 - 11.1 **Mediation:** In the event of a dispute arising or related to this Agreement, the parties, by mutual agreement, shall first attempt to resolve the matter through discussion and exchange of information by knowledgeable representatives who have the authority to negotiate the matter on behalf of the parties' respective organizations. In the event such informal settlement discussions are unsuccessful, VOLO and CLIENT shall submit the dispute to nonbinding mediation prior to commencing any legal action against each other. The parties agree that mediation shall be conducted as soon as reasonably practicable, but in no event later than sixty (60) days from the date of the notice. Mediation shall be conducted before a certified mediator in the State of Florida located in a mutually agreed-upon location by the parties with each party bearing their own associated costs. All proposals and information exchanged as well as discussions during the informal settlement discussions and during the mediation process will be considered settlement discussions and proposals and will not be admissible in any subsequent proceedings.
 - 11.2 **Litigation:** In the event the parties are unable to resolve any dispute through mediation, VOLO and CLIENT agree to resolve any such dispute or damage claim through the courts located in Escambia County, Florida. Except for a suit in Federal court, the laws of Escambia County and the State of Florida will govern and enforce.
12. **INDEPENDENT CONTRACTOR:** VOLO shall act as an independent contractor in performing the services described hereunder. Nothing contained in this Agreement shall be deemed to make VOLO the agent, employee, joint venture or partner of CLIENT, or be deemed to provide CLIENT with the power or authority to act for or on behalf of VOLO or to bind VOLO to any contract, agreement or arrangement with any other person, except as specifically set forth herein.
13. **DEFENSE AND INDEMNIFICATION:** CLIENT will be solely responsible and liable for any violation of United States law by the CLIENT relating to utilization of the SERVICES excluding any violations resulting from the format and operation of the Services in which CLIENT does not control. The CLIENT agrees to indemnify VOLO and its service providers to the extent and only to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer's/employee's office or employment. Further, except as specifically provided herein, CLIENT does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. VOLO shall indemnify and hold CLIENT harmless for any loss arising out of or resulting from VOLO's products or services' alleged infringement on a third party's intellectual property, including, but not limited to, patents, copyrights, trademarks and trade secrets. The provision of this Article shall survive termination of this Agreement.
14. **RESPONSIBILITIES OF CLIENT:** CLIENT represents and warrants that it has authority to utilize the database of records including lists of names, telephone numbers and e-mail addresses used in association with the SERVICE. CLIENT is responsible for and agrees to conduct regular testing of the ASAP Service in accordance with instructions provided by VOLO. CLIENT shall ensure that all personnel receive

training and instruction on use of the Services. CLIENT ASSUMES ALL RESPONSIBILITY FOR ANY FALSE ALARMS GENERATED BY ITS PERSONNEL AND WILL BE LIABLE FOR ANY COSTS ASSOCIATED WITH SUCH FALSE ALARMS.

15. **NO WAIVER:** The failure of any of the parties hereto to enforce any provision hereof on any occasion shall not be deemed to be a waiver of any preceding or succeeding breach of such provision or any other provision.
16. **SEVERABILITY:** The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions herein contained unenforceable or invalid. Any provision or provisions of this Agreement which shall be in conflict with the laws of any state applicable hereto shall be deemed amended to conform to such applicable laws.
17. **DESCRIPTIVE HEADINGS:** The descriptive headings contained in this Agreement are included for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
18. **ENTIRE AGREEMENT:** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The terms and conditions of this Agreement will supersede any additional terms provided unless mutually agreed to by both parties, including additional terms contained in standard purchase order documents and third party application terms. In the event of a conflict between this Agreement and any attached supplemental documents, the order of precedence shall be established as follows:
1st: VOLO Master Service Agreement with Required Enclosures/Attachments
2nd: VOLO ASAP Service Order (Attachment E)
3rd: VOLO Privacy Policy (Exhibit A)

19. **REQUIRED ENCLOSURES/ATTACHMENTS:** The following documents are hereby incorporated into the VOLO Master Service Agreement by virtue of reference herein:
19.1 Escambia School District Public Records Addendum (Attachment A)
19.2 State of Florida Vendor Certification Regarding Scrutinized Companies Lists (Attachment B)
19.3 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Attachment C)
19.4 Escambia School District Risk Management Addendum (Attachment D)

20. **NOTIFICATION OF AMENDMENTS TO POLICIES:** VOLO shall not change how Confidential Information is collected, used or shared under the terms of the Agreement, without advance written notice to and prior written consent from CLIENT. VOLO shall provide prior written notice to CLIENT of any material changes to its terms of service, terms and conditions of use, license agreement and/or privacy policies that would alter the way Confidential Information is collected, stored, handled, disseminated or distributed, at least thirty (30) days prior to the implementation of any such change. CLIENT must approve changes in writing, which will not be unreasonably withheld.

21. **LIMITATION OF LIABILITY:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, VOLO'S ASAP SERVICE AND RELATED DEVICES AND SOFTWARE ARE PROVIDED AN "AS-IS" BASIS. NEITHER VOLO NOR ANY OF ITS SUPPLIERS MAKE ANY WARRANTY, EXPRESS OR OTHERWISE, REGARDING SPECIFIC PERFORMANCE OR OUTCOMES BASED ON USE OF THE SERVICES. THE ASAP SERVICE IS OFFERED AS PART OF YOUR OVERALL SAFETY & SECURITY PROGRAM BUT CANNOT GUARANTEE RESPONSE BY EMERGENCY PERSONNEL WITHIN ANY PARTICULAR TIMEFRAME OR ANY RESPONSE AT ALL. CLIENT SHOULD NOT RELY SOLELY ON THE SERVICES TO ENSURE THE PROPER AUTHORITIES HAVE BEEN CONTACTED IN AN EMERGENCY SITUATION.

VOLO MAKES NO SPECIFIC REPRESENTATION REGARDING AVAILABILITY, SUITABILITY, RELIABILITY OR ACCURACY OF ASAP AND RELATED DEVICES AND SOFTWARE, INCLUDING ANY MOBILE APPS USED AS PART OF THE SERVICES. FURTHER, VOLO MAKES NO REPRESENTATION REGARDING MOBILE APPS' PERFORMANCE ON ANY PARTICULAR MOBILE DEVICE OR THAT ITS SOFTWARE IS FREE FROM ANY DEFECTS, INACCURACIES OR TYPOGRAPHICAL ERRORS. CLIENT ACKNOWLEDGES THAT MOBILE TECHNOLOGY HAS CERTAIN LIMITATIONS INCLUDING, BUT NOT LIMITED TO AVAILABILITY OF A RELIABLE DATA CONNECTION, POTENTIAL INACCURACIES OF LOCATION SERVICES, AND RELIANCE ON THIRD PARTY NETWORKS.

VOLO WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE IN WHOLE OR IN PART TO ANY CAUSE BEYOND VOLO'S REASONABLE CONTROL. SUCH FAILURES MAY INCLUDE, BUT ARE NOT LIMITED TO: TELECOMMUNICATIONS SYSTEMS OUTAGES, DATA CONNECTION FAILURES, MESSAGE DELIVERY FAILURES, MOBILE DEVICE LOCATION SERVICES INACCURACIES, USE OF INCOMPATIBLE MOBILE DEVICES, OR ANY ERRORS MADE BY THIRD PARTIES INCLUDING EMERGENCY RESPONSE PERSONNEL. IN NO EVENT SHALL VOLO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. VOLO SHALL NOT BE LIABLE TO CLIENT FOR ANY DAMAGES WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY BEYOND A REFUND OF FEES PAID UNLESS OTHERWISE ORDERED AS A RESULT OF LITIGATION.

22. **ASSIGNMENT:** VOLO shall not assign or transfer this Agreement or any interest or claim in this Agreement without prior written consent of the CLIENT.

23. **COVENANT AGAINST CONTINGENT FEES:** VOLO warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide established commercial or selling agencies maintained by VOLO for the purposes of securing business. For breach or violation of this covenant, the CLIENT shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingency fee.

- 24. CONFLICT OF INTEREST:** VOLO affirms that, to the best of its knowledge, there exists no actual or potential conflict between the VOLO's family, business, or financial interests and its services under this Agreement; and, in event of change in either its private interests or services under this Agreement, VOLO will raise with CLIENT any questions regarding possible conflict of interest which may arise as a result of such change.
- 25. BACKGROUND SCREENING:** If services are to be provided when CLIENT's students are present, or VOLO will have access to CLIENT funds, or VOLO will be working directly with students, the following additional provision is herein incorporated and made a part of this Agreement by this reference:
- VOLO will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that all of its employees, contractors, and agents who provide on-campus services under this Agreement have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the CLIENT in advance of VOLO providing any services on campus while students are present. VOLO will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VOLO's employees. VOLO will follow the procedures for obtaining employee background screening as outlined on the CLIENT Website: <http://ecsd-fl.schoolloop.com>. The parties agree that in the event that VOLO fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling CLIENT to terminate immediately with no further responsibility to make payment or perform any other duties under this Agreement. VOLO agrees to indemnify and hold harmless CLIENT, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from VOLO's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- 26. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Chapters 215 and 287, Florida Statutes, the CLIENT is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Chapter 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. "Companies" is defined to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By entering into this Agreement, VOLO certifies that it and all its related entities as defined above are not on such Scrutinized Companies lists. VOLO is specifically required to complete the attached State of Florida Vendor Certification Regarding Scrutinized Companies Lists form (Attachment B) included herein. Should the terms of this Agreement allow for renewals, VOLO shall be required to recertify thirty (30) days prior to each renewal of the Agreement that it and its related entities are not on statutory Scrutinized Companies lists. CLIENT may terminate this Agreement if VOLO or a related entity as defined above is found to have submitted a false certification or been placed on a statutory Scrutinized Companies list.
- 27. PUBLICITY:** If VOLO wishes to issue a press release or engage in marketing activities in connection with this Agreement, such releases will be subject to prior review and written approval of CLIENT, which shall not be unreasonably withheld or delayed. VOLO is prohibited from using Confidential Information to:
- (a) Market or advertise to students, employees, or families / guardians;
 - (b) Inform, influence or enable marketing, advertising or other commercial efforts by a third party;
 - (c) Develop a profiles for any commercial purpose other than providing the Service to District; or
 - (d) Use CLIENT data, videos, or other information as demonstration or marketing material.
- 28. PASS-THROUGH/END USER LICENSE AGREEMENT ("EULA"):** It is understood and agreed that only the terms and conditions set forth in the Agreement, as duly executed between the parties, will be binding, regardless of whether a student or other user "accepts" the terms and conditions presented upon logging in, an email notification is generated, or a revision is posted to VOLO's website.
- 29. DATA SHARING AND RE-DISCLOSURE:** CLIENT understands VOLO may rely on one (1) or more sub-contractors to provide the Services under this Agreement, which may have access to Confidential Information. Within thirty (30) days of Agreement execution, VOLO will provide the company and/or individual name, mailing address, phone number, email address and a brief explanation of what services will be provided by each sub-contractor. During the term of the Agreement, should VOLO require additional sub-contractors who may have access to Confidential Information, VOLO will provide prior written notice to the address listed for Notices in the Agreement and VOLO will provide CLIENT with the same contact information and description required previously. At all times, VOLO warrants and agrees to be held liable and fiscally responsible for the deliberate and/or unintentional acts and/or omissions of sub-contractors utilized in the performance of these Services who fail to adhere to the requirements for data confidentiality and security contained in the executed Agreement between the parties.
- 30. DATA CENTER:** As part of providing the Services, VOLO may store and process CLIENT data in the United States in which VOLO or its sub-contractors maintain facilities. By using the Services, CLIENT consents a limited, nonexclusive license to use, process and store CLIENT data so long as the terms and conditions of this Agreement are adhered to at a minimum. All facilities used to store and process CLIENT data have implemented at least industry standard systems and procedures to ensure the security and confidentiality of CLIENT data, protect against anticipated threats or hazards to the security or integrity of CLIENT data, and protect against unauthorized access to or use of CLIENT data.
- 31. SECURITY FRAMEWORK AND STANDARDS:** VOLO will operate the Service and collect, process and store Confidential Information in accordance with NIST data security standards and current industry best practices, and maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of Confidential Information, and prevent unauthorized access, disclosure and use. VOLO will, at a minimum:
- a. Restrict access to the Services and Confidential Information to only those individuals that require access in order for VOLO to provide the Services to CLIENT; and;
 - b. Enforce user IDs and authentication as necessary to protect access to Confidential Information, and protect all user credentials from unauthorized access or use; and;

- c. Prevent protection of Confidential Information with strong encryption, at rest and in transit, and;
- d. Prevent hostile or unauthorized intrusion that could compromise confidentiality, result in data corruption, or deny access to or the proper operation of the Services, and;
- e. Prevent and detect computer viruses and malware from spreading through the use of the Services, e.g., via e-mail, files, documents, messages, other data or the required use of insecure client-side applications, and;
- f. Detect and prevent the unauthorized re-disclosure of Confidential Information by VOLO employees or agents, and;
- g. Provide prior notice to CLIENT of any planned system change that may impact the security of Confidential Information, and;
- h. VOLO will conduct, no less than annually, third party penetration testing on the Services and the Systems used to deliver the Services and host CLIENT Data. Additionally, VOLO will conduct quarterly internal vulnerability scans of Systems to ensure Services and Systems used to deliver the Services and host CLIENT Data stay secure over time. Any vulnerabilities, weaknesses and deficiencies will be promptly corrected by VOLO at its sole cost. Upon CLIENT request, VOLO will provide CLIENT with results of third-party penetration testing and internal vulnerability scans.

- 32. DATA BREACH:** In the event of an unauthorized disclosure of Confidential Information, VOLO shall, pursuant to the following procedure:
- (a) immediately notify CLIENT via email, specifically in this instance, to IT Network Systems Analyst, identified as Brian Johnson, bjohnson@escambia.k12.fl.us; and
 - (b) Notify CLIENT in writing within three (3) days of its determination that it has experienced a data breach, breach of security, privacy incident or unauthorized acquisition or use of Confidential Information files and/or any portion thereof contained therein.

VOLO agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data was accessed, used, released or otherwise breached, including the names of individual students that were affected by said breach) and what actions or steps with respect to the incident that VOLO plans to take or has taken in response to said breach. Additionally, VOLO agrees to adhere to all requirements in federal law with respect to a data breach related to the Confidential Information files, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach. VOLO further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Confidential Information files or any portion thereof, including personally identifiable information and agrees to provide CLIENT, upon request, with a copy of said written incident response plan.

In witness whereof, the parties hereto have executed this Agreement.

VOLO, LLC (VOLO)

By: _____

Name: Felipe Portocarrero

Title: President

Date: _____

School Board of Escambia County, Florida (CLIENT)

By: _____

Name: Patricia Hightower

Title: Board Chair

Date: _____

Attest

By: _____

Name: Malcolm Thomas

Title: Superintendent

Date: _____

APPROVED FOR LEGAL CONTENT
FOR May 20/19 AGENDA

MAY 6 2019

GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.mvflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the School Board 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 for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

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 Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, NROSS@ESCAMBIA.K12.FL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:

Initials of Each Signatory:



Donna Sessions Waters
General Counsel
Escambia County School Board
75 North Pace Blvd.
Pensacola, FL 32505
02/21/2017

Attachment E
State of Florida Vendor Certification Regarding Scrutinized Companies Lists

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
2. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:

Initials of each
Signer:

Kevin T. Windham, CFE, CSRM,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505

Client Name: School Board of Escambia County, Florida

Master Services Agreement Effective Date:

Client Address: 75 North Pace Blvd., Pensacola, FL 32505

Primary Contact: Tom Ingram

Telephone: 850-469-5326

Email: Tingram@escambia.k12.fl.us

This VOLO Service Order (Service Order) is made between CLIENT and VOLO pursuant to the VOLO, LLC Master Services Agreement (Agreement) between the parties with the effective date identified above and is hereby incorporated. CLIENT orders the Services as listed below and agrees to pay the fees as detailed in the Cost section of this Service Order.

1. **SERVICES:** VOLO agrees to provide CLIENT access to VOLO's Internet portal for the purpose of utilizing the Active Shooter Awareness Program (ASAP), including the following services:

- ☒ (VOLO OST™ LICENSE) - Base system license for up to 7,500 employee records - includes desktop and mobile access. Applications included: My Data, Admin (User Permissions), Portal, and Map.
- ☒ (MESSENGER-Voice) - To communicate to CLIENT'S database of records via interactive outbound voice messaging.
- ☒ (MESSENGER-SMS) - To communicate to CLIENT'S database of records via SMS with short code responses.
- ☒ (MESSENGER-Email) - To communicate to CLIENT'S database of records via email with file attachments
- ☒ (MESSENGER-Desktop Pop-Ups) - Dynamically display messages on PCs, with customizable color codes and alert tones
- ☒ (VOLO Touch™) - Mobile app for employee location tracking, push messaging, check in and panic button
- ☒ (Panic Button) - Triggered scenarios send simultaneous voice calls, SMS, push notifications, desktop pop-ups, and email alerts.
- ☐ (VOLO TipCenter™) - Tips can be reported by calling or via a text message with pictures or video directly into a single dedicated line. Tips can also be filed anonymously online.
- ☒ (Video Camera IoT Integration) - Access video camera feeds within the VOLO ASAP interface
- ☒ (SSO - Single Sign On) - Access the VOLO system using your existing login credentials

2. **EFFECTIVE DATE:** The Effective Date of this Service Order will be the date the VOLO Services have been activated and login credentials have been delivered to the Primary Contact listed on this Service Order.

3. **TERM:** in accordance with Florida Statute 1011.14, the Term of this Service Order will commence as of the Effective Date through June 30, 2020 and may continue for a total of five (5) years, renewable in one (1) year increments, subject to funding availability and Board approval. After the initial five (5) years, the Service Order may then renew thereafter in additional one (1) year terms for up to five (5) more years, subject to the current laws for that renewal term, Board approval, and funding availability ("Renewal") under the same terms and conditions as mutually agreed to and duly executed in writing.

3.1 **Non-appropriation:** VOLO acknowledges that CLIENT approval will be required each budget and such approval shall not be unreasonably or arbitrarily withheld. CLIENT reserves the right to negotiate in good faith for a reasonable time, not to exceed sixty (60) calendar days, as to the reduction in scope of services reasonably required to accommodate the reduction in such allocation. If CLIENT makes a determination that the reduction in scope to which VOLO has agreed is too large to be practicable, CLIENT may terminate this Agreement in full without further charge.

3.2 **Convenience:** Either party may submit written notice to the other of its intent to cancel no less than thirty (30) days prior to the end of any Term of this Service Order.

3.3 **Breach:** Breach of contract will occur should VOLO not perform in compliance with this Agreement. CLIENT reserves the right to enact the following remedies, at its sole discretion: provide written notice of the non-compliance and provide thirty (30) calendar days to correct or immediately terminate the Agreement with no early termination penalties. Any fees pre-paid will be refunded at a pro-rated amount for the time remaining in the then-current Term.

4. **COST FOR SERVICES:** The annual cost for services is ninety-one thousand six hundred dollars (\$91,600.00). CLIENT will receive UNLIMITED usage of the VOLO System and the ASAP Service by licensed users. Unlimited usage includes voice calls, SMS messages and/or email messages sent through the system. All pricing is in USD. These fees will only increase as a result of additional authorized charges during the term of this Agreement, including Renewals. No automatic increases or Cost of Living adjustments will be allowed or paid during the term of this Agreement, including Renewals.

Recurring Charges		Cost
Annual License Fee (5,200 Permanent employee records)		\$114,500
Supported Users (2 included)		\$0
Non-supported Users (320 included)		\$0
Local Law Enforcement Personnel (unlimited)		\$0
Credit for multi-year term (20% annually)		-\$22,900
Total Annual Cost (exclusive of Other Charges)		\$91,600
Non-Recurring Charges		Cost
AI-P Implementation Fee for 62 sites (Option A) - If signed no later than 6/30/19 (waived)		\$0
AI-P Implementation Fee for 62 sites (Option B) - If signed no later than 7/31/19 (50% discount)		\$18,975
AI-P Implementation Fee for 62 sites (Option C) - If signed after 7/31/19		\$37,950

	\$0
Other Charges (Optional)	
Additional Volo-supported users	\$500
Additional non-supported users	\$100
Additional license fee (per employee record)	\$15
On-site training, inclusive of all associated travel and materials costs, per eight (8) hour day for one (1) Volo trainer	\$1,000
Video Camera IoT Integration Setup Fee (per site, due upon request for setup of each site)*	\$1,500
Video Camera IoT Integration Annual Maintenance (per site, to be charged in each successive year after setup)*	\$500
* "Site" is defined as having a physical location inclusive of video cameras to include in the integration. Sites that are virtual in nature designed to facilitate the management of employees that are not assigned to a single site are excluded from the optional video camera charges/maintenance.	

- 4.1 **Employee records:** Permanent employees are defined as those employed by the CLIENT in a capacity other than as a fill-in or short-term substitute capacity. Temporary employees are defined as those: (1) employed by the CLIENT in a short-term substitute or fill-in capacity, (2) intern, or (3) contractual obligation in which the Temporary employee record is anticipated to be active for only a limited amount of time. The aggregate maximum number of permanent and temporary employee records that may be active at any time for the CLIENT, prior to triggering the variance language of sub-section 4.5, shall not exceed \$7,500.00.
- 4.2 **Users:** The Service will include two (2) Volo-supported users and three hundred twenty (320) non-supported users. Supported Users will receive unlimited 24x7x365 client service, including system setup, implementation, training, and ongoing support. Non-supported users will have access to Volo-supplied user guides and online training videos.
- 4.3 **Training:** Volo will provide all necessary materials (print and electronic) and a trainer capable and qualified to provide training to CLIENT personnel on July 23, 2019. The location, length of training time, and amount of materials are subject to mutual agreement between Volo and CLIENT during implementation discussions.
- 4.4 **IoT integrations:** Charges will be billed for each site Net30 from date of Successful Installation and Test. A Statement of Work will be mutually agreed upon between CLIENT's designated Information Technology (IT) representative and Volo prior to commencing Video Camera IoT Integrations which will then be used as proof of Successful Installation and Test for invoicing and payment. During an Agreement Term, should CLIENT need to make changes to how a site is setup or in the event site equipment is transferred or a site closes, no additional charges will be billed to CLIENT for these changes. With no less than sixty (60) days prior to the then-current Term, Volo will provide a revised record count for the next Renewal.
- 4.5 **Billing:** The Services are being provided at no cost to CLIENT from the Effective Date through June 30, 2019. CLIENT will be billed, and will be responsible for, payment of annual charges Net30 from July 1st of each Agreement year. At all times, the number of employee records allowed under this Agreement will reflect active, concurrent users as submitted through file updates and will not allow records identified as inactive (due to termination, absence, etc.) to be counted towards the allowable total. In the event the CLIENT's total number of records for any given Term exceeds greater than ten percent (10%) of record counts for a minimum of three (3) consecutive months, Volo will notify CLIENT in writing with supporting documentation no less than thirty (30) days at the conclusion of the three (3) month period. Upon receipt of the notification, CLIENT will have fifteen (15) business days to review and either agree with the findings or dispute with evidence. If CLIENT is in agreement, Volo will, with no less than sixty (60) days prior to the end of the then-current Term, provide a revised record count for the next Renewal.
- 4.6 **Late Charges:** Failure to pay annual charges within thirty (30) days of the invoice date may result in late charges being assessed. Late charges shall be equal to the lesser of the amount allowable in Chapter 218 of Florida Statute or one and one half percent (1.5%) per month, or eighteen percent (18%) per annum, on all balances outstanding beyond thirty (30) days. Failure to pay the annual fee when due may result in material breach as determined by Volo. If CLIENT does not cure the material breach, suspension or deactivation of Services may occur at Volo's discretion. All payments due under this Agreement shall be paid to: Volo, LLC at 9 Sunshine Blvd., Ormond Beach, FL 32174.

5. **CONSULTING AND SERVICES:** All consulting and/or additional services, resulting in an increase of cost or decrease of services will be negotiated separately as mutually agreed to in writing as amended. In the event additional services are requested and provided, excluding Video Camera IoT Integration Setup and Maintenance fees, these will be billed as-needed, with mutually executed Statement of Work. Total cost of any and all additional services may not exceed \$10,000.00 per Agreement Term without CLIENT obtaining prior authorization and approval for the expenditure(s).
6. **MESSAGE CONTENT:** CLIENT shall be solely responsible and liable for the content of any message(s) disseminated via the SERVICE excluding any message content that is disseminated by non-CLIENT users (i.e., Law Enforcement) or resulting from a technical error of Volo. The SERVICE is designed and offered for staff notification and communication only. The parties agree that the SERVICE cannot be utilized for telemarketing or other types of solicitation communications.

VOLO ASAFTM Service Order

7. **STATE AND FEDERAL REPORTING:** VOLO shall comply and shall remain in compliance for the duration of this Agreement with State of Florida and Federal requirements including, by way of example only and not limited to: providing reporting capabilities to CLIENT to enable production of statistical data concerning use of software. Additional federal and state reporting requirements shall be included in the annual maintenance fees and not considered custom report development.

8. **AVAILABILITY GUARANTEE:** Availability is measured in the form of uptime where uptime is defined as the period when CLIENT has access to the Service (i.e. when the users are able to access, utilize, submit and receive transmissions, communicate as appropriate) with defined functionality and response time.

8.1 **Uptime:** Service will be maintained at a minimum of 99.9% uptime twenty-four (24) hours a day, seven (7) days a week, except for notified periods of updating and maintenance. No maintenance will be scheduled without a minimum of one (1) business day advance notice via email for this specific instance to the Director of Information Technology, identified as Tom Ingram, tingram@escambia.k12.fl.us. The uptime guarantee does not include loss of access to software caused by circumstances beyond VOLO's control, or loss of access to software that is of little or no significance in CLIENT's day-to-day operation.

8.2 **Scalability:** As Services, users, or sites expand, VOLO will take steps, at its own cost, to ensure its Service will be able to meet the scalability required to meet the stated uptime of this Agreement. At a minimum, the level of access will be no less than on-demand and remain a core feature not subject to additional cost or exclusion due to the addition of more features.

8.3 **Penalties:** In case of deviation from agreed uptime, as verified by both internal and external audits, VOLO will provide a rebate to CLIENT as detailed below. Either party may test uptime at their discretion and notify the other of the results. For CLIENT, for this specific need, notification may be provided to the Director of Information Technology via email. For VOLO, notification may be provided to (Yuriy Mirskiy, ymirskiy@voirosaas.com). Compensation for deviations in uptime for the prior month will be paid (net45 from the end of the month when the deviations occurred).

- Uptime between 98.1% - 99.8%: CLIENT will obtain a rebate of \$200.00 per month
- Uptime between 97.1% - 98.0%: CLIENT will obtain a rebate of \$300.00 per month
- Uptime between 96.1% - 97.0%: CLIENT will obtain a rebate of \$400.00 per month
- Uptime between 95.1% - 96.0%: CLIENT will obtain a rebate of \$500.00 per month
- Uptime below 95%: CLIENT may elect, in its sole discretion, to determine this as a material breach, subject to Agreement allowances.

In witness whereof, the parties hereto have executed this Service Order.

VOLO, LLC (VOLO)

School Board of Escambia County, Florida (CLIENT)

By: _____

By: _____

Name: Felipe Portocarrero

Name: Patricia Hightower

Title: President

Title: Board Chair

Date: _____

Date: _____

APPROVED FOR LEGAL CONTENT
FOR May 2019 AGENDA

MAY 6 2019

GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

Attest

By: _____

Name: Malcolm Thomas

Title: Superintendent

Date: _____

VOLO, LLC (VOLO) is committed to protecting your privacy. This Privacy Policy applies to VOLO Recovery® (volorecovery.com), VOLO OSTM (volooos.com) & VOLO Village® (volovillage.com) Web sites as well as our marketing web site (volosaas.com) and governs data collection and usage at all VOLO sites and services.

VOLO Recovery®, VOLO OSTM & VOLO Village® are web sites intended for use by customers of VOLO. Personal information of users and message recipients is collected, used and disclosed as described in this Privacy Policy.

Collection of your Personal Information

VOLO collects personal information, such as your e-mail address, name, home or work address and telephone numbers. Information collected by VOLO is used primarily for the purpose of fulfilling VOLO Recovery®, VOLO OSTM & VOLO Village® services.

VOLO does not collect or use personal financial data or sensitive personal information, such as social security numbers, birth dates, protected health information, race, ethnicity, religious or philosophical beliefs, political opinions, political affiliations or sex life.

This information has typically been received from your employer, your community, or provided by you through VOLO's client portal.

VOLO may also collect other information, such as IP addresses, browser information and other system information. This information is used only for the purposes of user validation, communication delivery and providing the optimal user experience.

Use of your Personal Information

VOLO and its operational service partners collect and use your personal information to deliver communications via broadcast voice, SMS, email and push notification to mobile devices. It is possible that VOLO may also use personal information to inform VOLO clients of other products or services available from VOLO and its affiliates. VOLO may also contact clients via surveys to conduct research about opinions VOLO's current services or of potential new services that may be offered.

VOLO does not sell, rent or lease its customer lists to third parties. VOLO utilizes third party companies for the delivery of telephonic communications, providing after-hours answering service, or performing statistical analysis of our services. We will only provide those companies the personal information they need to deliver the service. They are required to maintain the confidentiality of your information and are prohibited from using that information for any other purpose.

VOLO may access and/or disclose your personal information if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on VOLO or any of its sites; (b) protect and defend the rights or property of VOLO, including its Web sites; (c) act under exigent circumstances to protect the personal safety of users of VOLO or the public or (d) respond to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Personal information collected on VOLO's sites may be stored and processed in the United States or any other country in which VOLO or its agents maintain facilities, and by using any of VOLO's sites, you consent to any such transfer of information outside of your country.

Control your Personal Information

VOLO offers its customers and their employees, residents and members the ability to view and update their personal information at <https://my.volos.com> and <https://portal.volorecovery.com>. If you would like login credentials to either of these sites, please contact the appropriate person at your place of employment or the client community. If your employer or community have not made portal access available to you, you may make a request by emailing privacy@volosaas.com. Please be sure to provide as much information as possible so we can identify you in our records. You may also stop the delivery of future promotional e-mail from VOLO by responding directly to any email you receive with a request to remove you from the mailing list.

VOLO offers its customers choices for the collection, use and sharing of personal information. You may notify us of your preferences by emailing privacy@volosaas.com. Please be sure to provide complete account information so we can identify you in our records.

You may also stop the delivery of future promotional e-mail from VOLO by clicking the unsubscribe link or responding directly to any email you receive with a request to remove you from the mailing list.

Privacy Shield

VOLO complies with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States. VOLO has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this Privacy Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. The Federal Trade Commission has jurisdiction over VOLO's compliance with the Privacy Shield. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov>.

VOLO commits to resolve any complaints about how your data is used in accordance with the Privacy Shield principles. European Union and/or Swiss individuals with inquiries or complaints regarding our Privacy Shield policy should first contact VOLO at privacy@volosaas.com or VOLO, LLC, Attn: Privacy Complaints, 9 Sunshine Blvd., Ormond Beach, FL 32174.

VOLO further commits to cooperate with the panel established by the EU data protection authorities (DPAs) and/or the Swiss Federal Data Protection and Information Commissioner and comply with the advice given by the panel and/or Commissioner with regard to data transferred from the EU and/or Switzerland, as applicable.

If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, and you are based in the European Union or Switzerland, you may file a complaint directly to the DPA or Commissioner please visit <http://ec.europa.eu/newsroom/article29> for a list of the National Data Protection Authorities and their respective contact information. The services of the DPAs and Commissioner are available to you at no cost. VOLO commits to comply with any advice given by the DPAs and/or Commissioner and take necessary actions to correct any non-compliance with the Privacy Shield Principles.

In the event that after contacting the DPA or Commissioner, your complaint has still not been resolved to your satisfaction, you have the right to invoke binding arbitration by following the procedures of and subject to conditions set forth in Privacy Shield Annex I.

To deliver the critical communications of our clients, VOLO transfers some of your information (i.e. phone numbers) to third party service partners for delivery of voice and SMS messages. In these instances, VOLO has

written agreements with these partners to provide protection in accordance with the Privacy Shield Principles. VOLO is liable if we or any of our third-party partners process your personal information in a manner that is not consistent with the Privacy Shield Principles.

Security of your Personal Information

VOLO is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. For example, we store the personal information you provide on computer systems with limited access that are located in controlled facilities.

Changes to this Policy

VOLO will occasionally update this Privacy Policy to reflect regulatory changes and/or customer feedback. If there are material changes to this Policy or in how VOLO will use your personal information, VOLO will prominently post such changes prior to implementing the change. VOLO encourages you to periodically review this Policy to be informed of how VOLO is protecting your information.

VOLO, LLC [1.888.865.6123](tel:18888656123) Copyright VOLO, LLC 2017 [Privacy Policy](#)

