



## EXECUTIVE SUMMARY

**Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the contract amendment and renewal with American Medical Association (JAMA Network) Online for JAMA subscription for library books, reference books, periodicals, and other library materials, and supplies. Fiscal Impact: \$5,008 spent over two years.**

**Presenter(s):** Jeffrey Nasse, Provost and SVP of Academic Affairs

**What is the purpose of this contract and why is it needed?:** The Journal of the American Medical Association is a premier accredited medical journal and this agreement renews full online access for another year. This subscription has been initiated to provide full text access to JAMA and the accompanying tools electronically, available in all locations, and accessible by every BC community patron.

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

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

**What fund, cost center and line item(s) were used?** CC0191 Library Operations,FD100 Unrestricted Operating Fund, 64500:Other Services.

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

**Was the product or service acceptable in the past?** Yes.

**Was there a return on investment anticipated when entering this contract?** Students benefit from having access to medical articles, eBooks, and electronic database materials to support their course work. This resource is heavily used with a high level of success within the curriculum.

**Was that return on investment not met, met, or exceeded and how?:** Met, with high levels of usage and increased student success rates.

**How does this impact student success:** As students learn and apply critical thinking skills, it is important for them to have a source for high quality medical resources and data. JAMA Online provides universal access to current, peer reviewed medical journal articles in an engaging way, encouraging student engagement and success.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?:** This item helps to support the "big bet" of Guaranteeing Access to Higher Education. JAMA Online is a premier medical journal and greatly helps to develop and strengthen our students by providing a resource that makes it easier for

students to complete their work. Providing electronic resources to support faculty in their instruction helps to guarantee access to higher education.

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

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

**FISCAL IMPACT:**

Description: CC0191 Library Operations, BU010 Central Campus, FD100 Unrestricted Operating Fund will be impacted, \$2,479.00 in 2023 and \$2,529.00 in 2024.

<b>06/11/24</b>	<b>CC0191 · Library Operations</b>	<b>(\$2,529.00)</b>
	2024-2025 Amendment /quote	
<b>07/01/24</b>	<b>CC0191 · Library Operations</b>	<b>(\$2,479.00)</b>
	2023-2024 Quote AMA23316	
<b>TOTAL:</b>		<b>(\$5,008.00)</b>

**Jeffrey Nasse**

Jeffrey Nasse, Provost and SVP of Academic Affairs













5/13/2024

APPROVAL PATH: 12173: American Medical Association (JAMA Network) - Online Amendment 1

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Monique Blake	Dean Review		 Completed	
2	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
3	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
4	Zaida Riollano	Procurement Approval		 Completed	
5	Christine Sims	Budget Departmental Review		 Completed	
6	Rabia Azhar	CFO Review		 Completed	
7	Legal Services Review Group	Review and Approval for Form and		 Completed	
8	Electronic Signature(s)	Signatures obtained via DocuSig 		 Pending	
9	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	
10	<b>Board Clerk</b>	<u>Agenda Preparation</u>		 Pending	
11	District Board of Trustees	Meeting	06/25/24 01:00 PM	 Pending	

**FIRST AMENDMENT**

This Amendment is effective as of the 1<sup>st</sup> day of July, 2024 (“Effective Date”) by and between the American Medical Association (“AMA”) and The District Board of Trustees of Broward College, Florida (“Licensee”).

**WHEREAS**, the AMA and Licensee entered into a SITE LICENSE TERMS & CONDITIONS as amended by the BC Supplement Addendum General (T’s & C’s) effective July 1, 2023 whereby AMA would provide electronic access to certain of AMA’s publications to Authorized Users (as defined in the Agreement); and

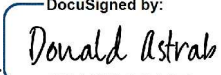
**WHEREAS**, the parties desire to renew the T’s & C’s by this Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the T’s & C’s, the parties agree as follows:


1. To further extend the term of the T’s & C’s for an additional one (1) year period beginning July 1, 2024. In that regard, the Quote page of the T’s & C’s shall be deleted entirely and replaced with the Quote page attached hereto and made a part hereof.
2. Except as modified herein, all other terms and conditions of the T’s & C’s shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the dates set forth below their signatures.

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

DocuSigned by:  
  
 Signature: \_\_\_\_\_  
6DD41D98CFDA4F4...  
 Name: Donald Astrab  
 Title: Interim President  
 Date: 6/11/2024

**AMERICAN MEDICAL ASSOCIATION:**

DocuSigned by:  
  
 Signature: \_\_\_\_\_  
273C9715925A460...  
 Name: Vida Damijonaitis  
 Title: Vida Damijonaitis  
 Date: 6/17/2024

Finance and OGC approval  
documented in CLM system

Return to: American Medical Association  
 JAMA Network™  
 330 North Wabash Avenue, Suite 39300  
 Chicago, Illinois 60611-5885  
 Attention: Site License Contracts and Accounts Coordinator  
[LicensingContracts@ama-assn.org](mailto:LicensingContracts@ama-assn.org)



**American Medical Association  
Site License Renewal Quote**

**FOR:** The District Board of Trustees of Broward College,  
Florida  
("Licensee")  
2024 Pricing – 12 Month Site License

**Term: 1 July 2024 – 30 June 2025**

<b>Date Quoted:</b>	25 April 2024		
<b>Licensee Name:</b>	The District Board of Trustees of Broward College, Florida Acct#: 27670		
<b>Contact:</b>	Contact: Craig Amos Email: camos@broward.edu Telephone: (954) 201-6307		
<b>Primary Address:</b>	3501 Davie Rd Davie/FL/33314 United States		
Additional: Sites <input type="checkbox"/> Participants <input type="checkbox"/>	1)Site Address: Email: Access Point:	<b>ANY UPDATED ACCESS POINTS FOR RENEWAL</b> PSI ID: USAAS0COL448992 <input type="checkbox"/> Referring URL: <input type="checkbox"/> Athens: <input type="checkbox"/> Shibboleth:	
<b>Site License includes access to any content published from 1998 to present for selected title(s):</b>		<b>Online</b>	<b>DDP</b>
	JAMA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	JAMA Dermatology	<input type="checkbox"/>	<input type="checkbox"/>
	JAMA Internal Medicine	<input type="checkbox"/>	<input type="checkbox"/>
	JAMA Neurology	<input type="checkbox"/>	<input type="checkbox"/>
	JAMA Ophthalmology	<input type="checkbox"/>	<input type="checkbox"/>
	JAMA Otolaryngology	<input type="checkbox"/>	<input type="checkbox"/>
	JAMA Pediatrics	<input type="checkbox"/>	<input type="checkbox"/>
	JAMA Psychiatry	<input type="checkbox"/>	<input type="checkbox"/>
	JAMA Surgery	<input type="checkbox"/>	<input type="checkbox"/>
*****			
JAMA Oncology	<input type="checkbox"/>	<input type="checkbox"/>	
JAMA Cardiology	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Perpetual access to the content is available for the content published during active site license subscription. Deeply Discounted Print (DDP) is available only in conjunction with a site license purchase for \$539 USD per title for US and \$593 for ROW, limited to 1 DDP per site license title.</i>			
<b>Tier: B</b>			
<b>Return Contract:</b>	<input checked="" type="checkbox"/> Contact <input type="checkbox"/> Agent <input type="checkbox"/> Other: _____		

**Price\*: \$2,529**

\* Pricing valid for 60 days. Quote does not include applicable taxes or agent commission.

**Contact Information:**  
Natasha Nekola  
Sales Manager US and Canada  
The JAMA Network  
Telephone: (312) 464-2452  
Email: natasha.nekola@ama-assn.org

**Agent Information:**  
Donor ID#: 6  
Agency Name: EBSCO  
Agent:  
Email:





**AMA 23316**

**American Medical Association  
 Site License Quote**

**FOR:** The District Board of Trustees of Broward College, Florida  
 ("Licensee")  
 2023 Pricing – 12 Month Site License

**Term: 1 July 2023 – 30 June 2024**

<b>Date Quoted:</b>	1 March 2023, and updated 17 May 2023		
<b>Licensee Name:</b>	The District Board of Trustees of Broward College, Florida Acct#: 27670		
<b>Contact:</b>	Contact: Craig Amos Email: camos@broward.edu Phone: 954-201-6307		
<b>Primary Address:</b>	3501 Davie Rd Davie/FL/33314 United States		
<b>Additional:</b> Sites <input checked="" type="checkbox"/> Participants <input type="checkbox"/> <i>See attached for Authorized Sites</i>	1)Central Campus, 3501 SW RD Davie FL 2) North Campus, 1100Coconut Creek Blvd Coconut Creek FL	Access Points: USAAS0COL448992 <input type="checkbox"/> Referring URL: <input type="checkbox"/> Athens: <input type="checkbox"/> Shibboleth:	
<b>Site License includes access to any content published from 1998 to present for title(s) selected:</b>	<b>JAMA</b>	<b>Online</b>	<b>DDP</b>
	JAMA Dermatology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	JAMA Internal Medicine	<input type="checkbox"/>	<input type="checkbox"/>
	JAMA Neurology	<input type="checkbox"/>	<input type="checkbox"/>
	JAMA Ophthalmology	<input type="checkbox"/>	<input type="checkbox"/>
	JAMA Otolaryngology	<input type="checkbox"/>	<input type="checkbox"/>
	JAMA Pediatrics	<input type="checkbox"/>	<input type="checkbox"/>
	JAMA Psychiatry	<input type="checkbox"/>	<input type="checkbox"/>
	JAMA Surgery	<input type="checkbox"/>	<input type="checkbox"/>
	*****		
	JAMA Oncology	<input type="checkbox"/>	<input type="checkbox"/>
	JAMA Cardiology	<input type="checkbox"/>	<input type="checkbox"/>
<i>Perpetual access to the content is available for the content published during active site license subscription. Deeply Discounted Print (DDP) is available with any site license purchase for \$513 USD per title for US and \$565 for ROW</i>			
<b>Tier: B</b>			
<b>Return Contract:</b>	<input checked="" type="checkbox"/> Contact <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Other: _____		

**Price\*: JAMA Online Only \$2,479**

*\* Pricing valid for 60 days. Quote does not include applicable taxes or agent commission  
 To accept this quotation, the Licensee's authorized representative must sign the attached Terms and Conditions. An invoice will be generated upon receipt of the signed Terms and Conditions*

**Contact Information:**  
 Natasha Nekola  
 Academic Sales Representative US and Canada  
 P: (312) 464-2452  
 Email: natasha.nekola@ama-assn.org

**Agent Information:**  
 Donor ID#: 6  
 Agency Name: EBSCO  
 Agent:  
 Email:





AMA 23316

**AMERICAN MEDICAL ASSOCIATION (“AMA”)  
SITE LICENSE TERMS & CONDITIONS (“T’s & C’s”)**

**These T’s & C’s constitute a legally binding agreement between the Licensee and AMA. The Licensee represents that the person agreeing to these T’s & C’s has the authority to enter into this License on behalf of Licensee’s organization. If Licensee accepts these Terms, please sign as indicated below and return a copy to the AMA.**

“**Authorized Sites**” means those geographic locations identified in AMA’s quotation to Licensee attached hereto (“Quote”).

“**Authorized Users**” means the Licensee and those individuals authorized by Licensee to access the Licensed Materials through Licensee’s Secured Network.

“**Effective Date**” means the commencement date of the Subscription Term as set forth in AMA’s invoice.

“**Licensee**” means the entity identified on the signature page of these T’s & C’s.

“**Licensed Materials**” means the electronic versions of AMA publications identified in AMA’s Quote.

“**License Fee**” means the fee specified for the applicable Subscription Term as set forth in AMA’s Quote (for the initial Subscription Term), or in AMA’s invoice or renewal notice (for any renewal Subscription Term).

“**Licensee’s Secured Network**” means a network maintained or controlled by Licensee that is accessible only to Authorized Users who are (i) at the Authorized Sites; and/or (ii) whose identity is authenticated by Licensee at the time of login.

“**Subscription Term**” means one (1) year periods commencing on the Effective Date and continuing from year to year thereafter until the T’s & C’s are terminated.

1. **Grant of License.** In consideration of Licensee’s payment of the License Fee and acceptance of the T’S & C’S, AMA grants to Authorized Users a limited, non-exclusive, non-transferable license to access and use the Licensed Materials solely via the Licensee’s Secured Network during the Subscription Term.

2. **Ownership of Licensed Materials.** The Licensed Materials, including all copyrights and other intellectual property rights, are the sole and exclusive property of the AMA. The only rights granted to Authorized Users are the rights to access and use the Licensed Materials in accordance with the T’s & C’s. All rights not specifically granted herein are reserved by the AMA.

3. **Permitted Uses.** Authorized Users shall access and use the Licensed Materials in compliance with all applicable laws and solely for personal, non-commercial purposes related to research, education and private study. Permitted uses include the right to search, view, and display the Licensed Materials; print and download individual articles; and distribute electronic or print copies of individual articles to other Authorized Users. All other access to or use of the Licensed Materials is strictly prohibited including (i) any distribution or transmission of any or all of the Licensed Materials for commercial purposes or on any public bulletin boards, web sites, or internet chat rooms, and (ii) the creation of a database or compilation containing any or all of the Licensed Materials or otherwise storing any of the Licensed Materials in any retrieval system. Except as permitted herein or by U.S. fair use law, AMA’s prior written permission is required for all other copying, reproduction, or republication of the Licensed Materials. Permission requests shall be directed to [www.copyright.com](http://www.copyright.com) or to AMA’s Permissions Department.

4. **Academic Institutions.** If Licensee is an academic institution, it may (a) supply single copies of articles from the Licensed Materials to a noncommercial library located in the same country as Licensee by mail, fax or secure electronic transmission in accordance with Section 108 of the United States Copyright Act and with guidelines developed by the National Commission of New Technological Uses of Copyrighted Works (CONTU); and (b) incorporate individual articles from the Licensed Materials into electronic course packs, so long as Licensee deletes the Licensed Materials from electronic course packs at the end of the academic year in which they were used.





**AMA 23316**

5. **Licensee Obligations.** Licensee shall: (a) take reasonable steps to ensure that only Authorized Users are permitted to access the Licensed Materials and that Authorized Users comply with the T's & C's; (b) promptly notify AMA of any use outside the scope of the license granted in Section 1 or other breach of the T's & C's; and (c) pay any applicable taxes and fees arising out of Licensee's use of the Licensed Materials and/or the rights granted under the T's & C's. Licensee shall inform AMA immediately upon becoming aware of any unauthorized access to the Licensed Materials and cooperate with AMA to promptly resolve such matter. In addition to any other applicable remedies, AMA may limit, deny, suspend, or terminate access to the Licensed Materials without liability to Licensee if unauthorized access to the Licensed Materials is detected or suspected, or in the event an Authorized User violates the T's & C's.

6. **Payment.** Licensee shall pay AMA the License Fee for the applicable Subscription Term. The License Fee shall be (i) paid in United States Dollars (US\$), (ii) drawn on a United States Bank, and (iii) made without deduction or withholdings of any kind including but not limited to taxes.

7. **Termination; Continued Access.** The T's & C's and the rights granted to Licensee hereunder will terminate automatically if Licensee does not pay the License Fee for the applicable Subscription Term. Licensee may terminate its License at any time by discontinuing access to and use of the Licensed Materials in which case Licensee shall not be eligible for a refund. AMA reserves the right to suspend or terminate Licensee's rights hereunder without cause upon notice to Licensee in which event Licensee may be entitled to a prorata refund of the License Fee. Except for termination due to a breach of these T's & C's by an Authorized User, upon termination or expiration of these T's & C's AMA shall make commercially reasonable efforts to provide continuing access to Authorized Users to that portion of the Licensed Materials subscribed to, and paid for, by Licensee hereunder. Such access shall be further subject to (i) these T's & C's (except for the payment of a License Fee); (ii) AMA's continued right to grant the rights hereunder; and (iii) AMA's right to provide such access either, at AMA's option, through (x) a computer network owned and operated by AMA at no cost to Licensee, or (y) an AMA approved central archiving facility or other third party either of which may or may not charge a fee. The right to access the Licensed Materials granted hereunder shall automatically terminate in the event of a natural disaster or other event that renders AMA and any of its successors or assigns, and/or any of its authorized third party service providers, permanently and completely unable to provide Licensee with access to the Licensed Materials as contemplated herein. In such event, Licensee (i) shall have the right to access the Licensed Materials through CLOCKSS, (ii) have the right to store and make the Licensed Materials available on its own server for use by Authorized Users and (iii) shall not be entitled to any refund of License Fees paid hereunder.

8. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW (A) THE LICENSED MATERIALS ARE PROVIDED "AS IS" ON AN "AS AVAILABLE BASIS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT AND (B) AMA'S LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT OF THE MOST RECENT ANNUAL LICENSE FEE PAID BY LICENSEE. IN NO EVENT SHALL AMA, ITS EMPLOYEES, MEMBERS, TRUSTEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR ANY DAMAGES RESULTING FROM THE INABILITY TO USE, OR THE USE OF, THE LICENSED MATERIALS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGES, OR ON ANY THEORY OF LIABILITY.

9. **Choice of Law/Venue.** The T's & C's shall be construed and enforced in accordance with the internal laws of the State of Illinois without regard to its choice of law principles. Any controversy or claim arising out of or relating to the T'S & C'S shall be brought in the courts of the State of Illinois located in Chicago, IL or United States District Court for the Northern District of Illinois and the parties consent to the jurisdiction of such courts. **The foregoing shall not apply if Licensee is a public institution or agency and compliance would violate (i) a statute or regulation applicable to Licensee; or (ii) a bylaw or equivalent governing instrument of Licensee**



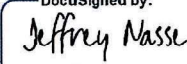
**AMA 23316**

10. **Other Provisions.** (a) AMA may modify, discontinue or otherwise remove any articles or other materials from the Licensed Materials. In the event AMA makes a material change in the Licensed Materials, Licensee may terminate access to and use of the Licensed Materials and, upon prompt written notice to AMA of such termination, receive a refund of the License Fee for the unexpired portion of the Subscription Term. (b) The T's & C's represent the entire understanding of the parties with respect to the Licensed Materials. Any terms offered by Licensee that are in addition to, different from, or in conflict with the T's & C's shall be deemed a material alteration and are rejected. (c) Licensee shall not assign these T's & C's or any of Licensee's rights or obligations hereunder without the prior written consent of AMA which will not be unreasonably withheld. (d) In the event that any portion of the T's & C's are deemed to be invalid or illegal, then such invalid or illegal portion shall not affect the validity or legality of the remainder of the T's & C's. (e) The failure of either party to enforce any right or obligation under the T's & C's shall not be deemed a waiver thereof and shall not prevent the later enforcement of any right or obligation hereunder. (f) Sections 6, 8, 9, and 10 shall survive expiration of the License or termination of the T's & C's. (g) Any notice which must or may be given hereunder shall be in writing, in English, and shall be deemed delivered when personally delivered, delivered by an overnight express courier service, delivered by confirmed facsimile transmission followed by a hard copy or placed in the United State Mail certified mail, return receipt requested, and properly addressed as follows: If to AMA, notices shall be sent to the Senior Vice President and Publisher, Periodic Publishing, American Medical Association, 330 North Wabash Avenue, Suite 39300, Chicago, Illinois 60611-5885 (Fax # (312) 224-6904); with a copy to the Office of General Counsel at the same address (Fax # (312) 224-6924). If to Licensee, notices shall be sent to attention of the person and at the address specified in AMA's invoice. (h) In case of any conflict between the English language and any translated version of the T's & C's, the English language version shall govern and shall be used exclusively in connection with the interpretation and construction of any of the words, phrases, and/or provisions of the T's & C's.

Licensee's access to the Licensed Materials will not begin until Licensee's authorized representative accepts these T's & C's. Upon receipt of Licensee's acceptance, AMA shall issue an invoice which will include the Effective Date of Licensee's Subscription Term. AMA reserves the right to terminate these T's & C's if Licensee fails to timely pay AMA's invoice.



ACCEPTED:

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

DocuSigned by:  
  
CE71DBD3F9B8460...  
Signature of Representative  
Jeffrey Nasse  
Name of Representative  
Provost & SVP Academic Affairs  
Title of Representative  
6/18/2023  
Date

**AMERICAN MEDICAL ASSOCIATION (AMA):**

  
Signature of Representative  
Vida Damijonaitis  
Name of Representative  
Director, Worldwide Sales  
Title of Representative  
July 7, 2023  
Date

Approved as to  
Legal Form for the AMA  
By:   
Approved by Office of  
Finance  
By: 

Return to: American Medical Association  
JAMA Network™  
330 North Wabash Avenue, Suite 39300  
Chicago, Illinois 60611-5885  
Attention: Site License Contracts and Accounts Coordinator  
[LicensingContracts@ama-assn.org](mailto:LicensingContracts@ama-assn.org)





**BROWARD COLLEGE SUPPLEMENT ADDENDUM - GENERAL**

**1. Incorporation by Reference.** The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum - General ("Addendum") into the American Medical Association ("AMA") Site License Terms and Conditions ("T's and C's") between

BC and Vendor (the "Agreement"). If this Addendum conflicts with the Agreement's terms, this Addendum shall control.

**2. Payment.** Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar. If the term of the Agreement is beyond the current fiscal year for the State of Florida, BC's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

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

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

If Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, Vendor must comply with public records laws, and shall: (a) Keep and maintain public records required by BC to perform the service.

(b) Upon request from BC, provide BC at BC's expense with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to BC. (d) Upon completion of the Agreement, transfer, at no cost, to BC all public records in possession of Vendor or keep and maintain public records required by BC to perform the service. If Vendor transfers all public records to BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BC at BC's expense, upon request from BC's custodian of public records, in a format that is compatible with the information technology systems of BC.

(e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 2017639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

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

**5. Sovereign Immunity.** Nothing in the Agreement shall act, or be construed to increase or alter BC's liability for tort claims beyond the waiver of sovereign immunity limits set forth in Section 768.28, Florida Statutes.





**6. Compliance.** In its performance, Vendor shall, at its own expense, at all times in the term, do the following:

- a. Permits: have all applicable permits, licenses, consents, and approvals necessary;
- b. General: comply with all applicable federal, state, local and rules, regulations, and ordinances and all other governmental requirements; and
- c. Privacy: comply with all applicable state and federal laws and BC policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as may be defined by state or federal law).

**7. E-Verify.** If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the EVerify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

**8. General Provisions.**

- a. State of Florida Public Entity Contracting

Page 2 of 3

SUPPLEMENTAL ADDENDUM – GENERAL

SBL 03/16/2021

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

**b. Warranties.** Vendor, at a minimum, warrants that the IP, the goods, and/or services to be provided by Vendor will be free of any material defects and will operate and conform to the specifications provided in all material aspects throughout the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement.

**c. Marketing.** No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use.

**d. Insurance.** BC, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers and employees, while acting within the scope of their employment by or service to BC. Any provision requiring BC to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor’s (or subcontractor’s) exposure in performing the Agreement.

**e. Third Parties.** BC is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third party beneficiaries to the Agreement.

**f. Governing Law.** The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Broward County, Florida. BC is entitled to the benefits of sovereign immunity.

**g. Travel Expenses.** If BC is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. and BC policies and procedures. BC reserves the right not to pay travel expenses unless BC approves such expenses in advance, in writing.

**h. Conflicts.** Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and

other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with BC unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable BC policies or rules. Violation of this section shall be grounds for termination of the Agreement.

**i. Termination.** Upon giving at least thirty (30) days’ written notice to Vendor, BC may terminate the Agreement, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. BC shall not be liable for any early termination charges.

**j. Records.** Vendor agrees to keep and maintain, separate and independent records pertinent



to the performance of the Agreement, in accordance with generally accepted accounting principles. BC or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable notice to Vendor.

k. Deletion. Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) grants of exclusivity by BC to Vendor; (b) restrictions on the hiring of Vendor's employees; (c) BC's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) automatic renewals of the term of the Agreement; (e) limitations of time to bring suit or claims; (f) granting Vendor any right to audit BC; (g) Attorneys' or collection fees provisions; (h) arbitration and mediation clauses; and (i) indemnification of Vendor by BC.

l. Assignment. Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the Agreement without the prior written consent of BC, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the Agreement.

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

**VENDOR:** American Medical Association

By: Vida Damijonaitis  
Vida Damijonaitis

Name: \_\_\_\_\_  
Director, Worldwide Sales

Title: \_\_\_\_\_  
July 7, 2023

Date: \_\_\_\_\_

Approved as to  
Legal Form for the AMA

By: JN  
Approved by Office of  
Finance

By: BO





