



## 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 non-standard agreement with MediaNews Group, Inc. to license the subscription to Sun Sentinel Online for 2024-2027 by utilizing the bid-waiver (information technology). Fiscal Impact \$19,059.00**

**Presenter(s):** Priscilla Suarez, Vice Provost, Academic Services

**What is the purpose of this contract and why is it needed?:** This subscription will provide full text access to The Sun Sentinel Online and its accompanying electronic resources, thereby making it available through the Broward College Libraries to our patrons. Importantly, it will increase access to local news and events in real time and provide the latest reporting and alerts to all students, faculty and staff.

**What procurement process or bid waiver was used and why?** The College used the bid waiver exemption provided for the information technology resources in accordance with FLDOE Rule 6A-14.0734(2)(g) and College Procedure 6AHx2-6.34 which cites the exception to the requirement to solicit competitive offers.

**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.

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

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

**Was there a return on investment anticipated when entering this contract?** Not Applicable.

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

**How does this impact student success:** Students benefit from having access to articles, eBooks, and electronic database materials to support their course work. This resource is also a heavily used local news source that will include current events, weather, and emergency service tools.

**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. The Sun Sentinel is a major local news source that supports our students by providing a resource that makes it easier for students to complete their work and provide safety information for them and the campus at large. Providing electronic resources to support faculty in their instruction also 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: \$19,059.00 CC0191, BU010, FD100, A discount is available for a three year subscription.

<b>07/01/24</b>	<b>CC0191 · Library Operations</b>	<b>(\$6,353.00)</b>
	FY 2024-2025	
<b>10/08/24</b>	<b>CC0191 · Library Operations</b>	<b>(\$6,353.00)</b>
	FY 2025-2026	
<b>10/08/24</b>	<b>CC0191 · Library Operations</b>	<b>(\$6,353.00)</b>
	FY 2026-2027	
<b>TOTAL:</b>		<b>(\$19,059.00)</b>































APPROVAL PATH: 12099 MediaNews Group, Inc. (Sun Sentinel Online) Subscription FY2024-2025

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

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

## Group Subscription Service-Product Description

### Introduction

Thank you for your interest in our Group Subscriptions Service. This service aims to provide large organizations, including universities, community colleges, libraries, and many more, with the opportunity to provide digital access to our publications to a number of their members at a discounted rate. To learn more or receive a price quote from us, please fill out our form below and someone on our team will reach out to you.

### How your organization can benefit from a group subscription:

1. Full access to our publications to all students, patrons, staff, etc within your organization
2. All at a discounted rate
3. Dedicated Customer Service and Technical Support staff to support your needs
4. Monthly reports on pageviews and usage data

### Frequently Asked Questions (FAQ)

- **What is a group subscription?**
  - Group subscriptions provide an organization with unlimited digital access to one or many of our nearly one hundred publications at a discounted price. Discounts can go as high as 90% off!
- **Is there a minimum budget required to qualify?**
  - There is no minimum budget requirement for an organization to qualify for a group subscription.
- **Who is eligible for a group subscription?**
  - Any organization seeking to provide access to their group. This could include libraries, universities, schools, businesses, non-profit organizations, etc.
- **What is the cost and duration of the subscription?**
  - Cost will vary depending on organization size and number of publications. We do our best to work with each organization's budget constraints and minimize cost as a barrier to subscribing with us. Our goal is to increase access to local news among underserved populations.
- **What payment options are available?**
  - We bill on an annual basis as one invoice and accept payments via credit card, check, or electronic bank payment.
- **How soon is access granted?**
  - In most cases, we can have you set up within about 2 weeks.
- **What are the technical details of access for my organization?**
  - Individuals from your organization will gain access to our publications using the same credentials they use to sign into your systems. We integrate with most identity management platforms: Google Workspace, Microsoft AD/AzureAD, SAML, OAuth2 and more. In cases where such systems are not available, IP address based access can also be leveraged.

- **Would access be on the native websites of the publications?**
  - Verified users have full digital website access to the content on our publication websites.
- **What publications are available through the group subscription?**
  - We offer a wide range of publications. To learn more about the publications we offer, please visit our website at <https://www.medianewsgroup.com/our-brands/>.
- **I am interested in a group subscription. Where can I learn more about subscribing?**
  - To learn more about setting up group access, please use the form below (anchor link) to provide us with information about your organization and subscription needs. We will follow up within 2 to 3 business days.
- **How far do publication archives go?**
  - Our publication websites start dates vary, but most go as far as the early 2000s. In the form below (anchor link), please include the specific publications you would like to learn more about our publication archive dates.

### Testimonials

“Informed citizen. I need to know what's going on and how it affects my community and others I care about.” - Library Patron

“It has helped me find reputable news articles with fact checked information.” - University Student

“It allows me to be aware of recent activity going on around me that is resourceful to myself and family, which has potential for healthier a lifestyle.” - Library Patron

“ I can refer library patrons to the print and digital issues.” - Library Staff

“Helps me keep my pulse on what is going on in local politics and make informed decisions about elections and civic participation.” - University Student

## GROUP DIGITAL SUBSCRIPTION AGREEMENT

This Group Digital Subscription Agreement (the "Agreement") is made on August 13, 2024 ("Effective Date") by the between The District Board of Trustees of Broward College, FL (Customer) and MediaNews Group, Inc. ("Company"). Customer and Company are each referred to as a "Party" and collectively as "Parties." This Agreement sets forth the terms and conditions applicable to the use of the Licensed Product (as defined below) by patrons of Customer (the "Subscription").

### A. Definitions.

1. "Licensed Product" means products and services as reflected in Schedule A.
2. "Personally Identifiable Information" means any information regarding or that could be used to identify any individual, including, but not limited to, name, address, and any other information that would make the identity of an individual easily traceable or any other information that is defined as personally identifiable or as "personal information" by applicable law.
3. "User" means any of the following to the extent applicable to Customer who access or use the Licensed Product pursuant to this Agreement: Customer's employees; enrolled students; teaching faculty and staff; and patrons or customers that have an account with Customer or have previously entered into an agreement with Customer regarding the provision of goods or services of the type that Customer typically provides to its patrons or customers.
4. "User Data" means data (including Personally Identifiable Information) provided by or on behalf of Customer to Company or received by Company from Users in connection with the Licensed Products.

### B. Term; Termination; Effect of Termination.

The term of this Agreement commences August 13, 2024 and shall continue for one year ("Subscription Period"). Either Party may terminate this Agreement upon at least 30-days' written notice to the other Party prior to the end of the Subscription Period. The License granted to Customer (and any sub-license rights granted to Users under the License) shall be coterminous with the Subscription Period, unless terminated earlier pursuant to this Agreement. Company's may terminate this Agreement, the License, or any sub-license rights granted to Users effective immediately upon written notice to Customer in the event that, in Company's sole discretion, that Customer's or any User's use of the Licensed Product has infringed or is likely to infringe upon the valid intellectual property rights of Company or any third party or violate any applicable laws or regulations. Customer may also terminate this Agreement, the License, or any sub-license rights granted to Users upon thirty (30) days' prior written notice to Customer of Customer's material breach of this Agreement if Customer does not cure the alleged breach within thirty (30) days of its receipt of the written notice from Company. Upon the expiration or earlier termination of this Agreement, the License, or any sub-license rights granted to Users, Customer or any Users (or both) shall immediately cease using and accessing the Licensed Product, and all

rights granted by Company to the Customer and any Users will automatically revert back to Company.

### C. Fees; Payment Terms.

Customer shall pay to Company the Licensed Product fees and any other amounts due for each Subscription Period as set forth in Schedule A. Customer will bear all taxes, duties, and other governmental charges resulting from its purchase or use of the Licensed Product. Taxes will not be deducted from or set off against the fees set forth in Schedule A.

### D. Contact.

Subscription inquiries shall be directed to the following:

Customer Contact	Company Contact
Donald Astrab  Interim President and Executive Vice President, Chief Operating Officer	Leigh Poitinger  Senior Director of Marketing Operations
Broward College 3501 S.W. Davie Road Bldg. 17, RM 266 Davie, FL 33314  <a href="mailto:dastrab@broward.edu">dastrab@broward.edu</a>	MediaNews Group, Inc. 75 E. Santa Clara Street, Suite 1100 San Jose, CA, 95113  <a href="mailto:lpoitinger@medianewsgroup.com">lpoitinger@medianewsgroup.com</a>

### E. License; Intellectual Property Ownership.

- 1. License Grant.** Subject to the terms and conditions of this Agreement, Company hereby grants to Customer a limited, non-exclusive, non-sublicensable (except as provided in Section E.2 of this Agreement), worldwide, and nontransferable right during the Subscription Period for Customer to access and use the Licensed Product, solely for the personal, non-commercial use of Customer, and solely during each Subscription Period with respect to which Customer has paid to Company all applicable Fees, subject to the terms and conditions of this Agreement (the "License"). At the end of each Subscription Period, Customer shall have sixty (60) calendar days to run any final, read-only usage reports for certain User Data with respect to the applicable Licensed Product. Use of the Licensed Product shall be governed by the applicable Terms of Service at the bottom of the Licensed Product web page.
- 2. Sub-Licensing.** Customer may sub-license its rights granted under the License pursuant to Section E.1 hereof to its Users to permit the Users to use and access the Licensed Product solely for the personal, non-commercial use of any such Users, and solely during

each Subscription Period with respect to which Customer has paid to Company all applicable Fees, subject to the terms and conditions of this Agreement.

3. **User Restrictions.** In addition to Customer's other obligations under this Agreement, Customer shall use commercially reasonable efforts to ensure that any Users: (i) use the Licensed Product only in accordance with their intended purpose and as authorized by this Agreement; (ii) use the Licensed Product in compliance with all applicable laws and government regulations; (iii) do not sell, resell, rent or lease the Licensed Product to any third-party; (iv) do not reverse engineer, decompile, disassemble, or work around technical limitations in the Licensed Product or gain or attempt to gain unauthorized access the License Product or its related systems or networks (including, without limitation, by circumventing a technological protection measure that effectively controls access to a copyrighted work (within the meaning of Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 1201), and regardless of whether or not any such circumvention would be permissible under the DMCA and its implementing regulations or other copyright laws of the United States); (v) do not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters use of the or meters use of the Licensed Product; (vi) do not knowingly store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (vii) do not knowingly use the Licensed Product to store or transmit malicious code; (viii) do not knowingly interfere with or disrupt the integrity or performance of the Licensed Product or third-party data contained therein. In the event that Customer obtains knowledge that any User is engaging in any of the unauthorized uses of the Licensed Product described in [Section E.2 of this Agreement], Customer shall use reasonable efforts to investigate, mitigate, prevent, and resolve any such unauthorized use of the Licensed Product, and Customer shall provide Company with written notice of any User's unauthorized use of the Licensed Product and the remedial actions taken by Company.
4. **Ownership.** Company shall retain all intellectual property ownership rights to the Licensed Product, subject to the License granted in Section E.1. above (including, without limitation, and sub-license rights granted under the License in Section E.2 above).

## **F. Representations and Warranties. -**

1. **Company.** Company represents and warrants to Customer that it will:
  - i. use commercially reasonable efforts to make the Licensed Product available 24 hours a day, 7 days a week, except for (i) planned downtime, or (ii) any unavailability caused by circumstances beyond Company's reasonable control;
  - ii. provide the Licensed Product in accordance with applicable laws and government regulations;
  - iii. ensure that the servers and other hardware related to the Licensed Product are maintained in a secure environment, exercising a standard of care customary in the industry, and keeping User Data private and secure;
  - iv. provide (i) an anonymous User option and (ii) an option which allows the User create an account that enables the User to view personalized content



- recommendations, receive email newsletters, leave comments on newspaper content under their User ID, and receive offers for discounted subscriptions;
  - v. ensure that multiple account holders may simultaneously access the Licensed Product, internally and remotely; vi. provide Customer with contact information for technical support.
2. Customer. Customer represents and warrants to Company that it shall:

- i. use commercially reasonable efforts to prevent unauthorized access to or use of the Licensed Product; ii. use the Licensed Product only in accordance with their intended purpose and as authorized under this Agreement;
- iii. use the Licensed Product in compliance with all applicable laws and government regulations. iv. not make the Services available to anyone other than Users who authenticate that they are in the Customer's targeted access group;
- v. not sell, resell, rent or lease the Licensed Product;
- vi. not, reverse engineer, decompile, disassemble, or work around technical limitations in the Licensed Product or gain or attempt to gain unauthorized access the License Product or its related systems or networks (including, without limitation, by circumventing a technological protection measure that effectively controls access to a copyrighted work (within the meaning of Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 1201), and regardless of whether or not any such circumvention would be permissible under the DMCA and its implementing regulations or other copyright laws of the United States);
- vii. not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters use of the Licensed Product;
- viii. not knowingly use the Licensed Product to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- ix. not knowingly use the Licensed Product to store or transmit malicious code;
- x. not knowingly interfere with or disrupt the integrity or performance of the Licensed Product or third-party data contained therein; and xi. defend, indemnify, and hold harmless the Company Indemnified Parties (as defined below) pursuant to Section K of this Agreement

**G. Privacy Policy; Terms of Use.**

1. Privacy Policy. User Data will be collected and used in accordance with Company's posted privacy policy found at <https://www.medianewsgroup.com/privacy-policy/>, which may be amended from time to time ("Privacy Policy").
2. Terms of Use. User's use of the Licensed Product will be governed by the Company's posted Terms of Use found at <https://www.medianewsgroup.com/terms-of-use/>, which may be amended from time to time ("Terms of Use").
3. Incorporation. Both the Privacy Policy and Terms of use are hereby incorporated into this Agreement and made a part hereof.

**H. Suspension.**



Company may suspend Customer's or User's use of the Licensed Product if Company reasonably and in good faith believes such suspension is necessary to prevent unauthorized use of the Licensed Product or to prevent an ongoing violation of any applicable laws or regulations. Company will use commercially reasonable efforts to notify Customer prior to any such suspension and will only suspend the Licensed Product to the extent necessary to prevent such unauthorized use or violation. In addition, if Customer fails to timely pay any fees in accordance with the terms of this Agreement, Company may, without limitation to any of its other rights or remedies, suspend performance of the Licensed Product until it receives all amounts due.



## **I. Warranties.**

Each party hereby represents and warrants to the other party that: (a) it is a duly organized entity, validly existing and in good standing under the laws of the state of its formation; (b) it has the requisite power and authority to execute and deliver this Agreement and to fully perform its obligations under this Agreement; (c) it is not subject to any contractual obligation that would reasonably be expected to interfere in any way with its full performance of its obligations under this Agreement; and (d) it will perform its duties under this Agreement in accordance with all applicable local, state, and federal laws and regulations. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN THIS SECTION ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

## **J. Confidentiality.**

1. For the purpose of this Agreement, "Confidential Information" means non-public information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which (i) a reasonable person would consider confidential or (ii) is marked "confidential" or "proprietary" or some similar designation by the disclosing party. For the avoidance of doubt, the terms of this Agreement, including pricing, are considered Confidential Information. Confidential Information will not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party other than as a result of a violation of this Agreement by the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party's files and records; (iv) is obtained by the receiving party from a third party without a breach of the third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.
2. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees, advisors, agents, affiliates, and other representatives who require access in order to perform its obligations hereunder and who agreed to be bound by these obligations of confidentiality and non-disclosure

## **K. Indemnification.**



Customer will defend, indemnify, and hold Company and its officers, directors, employees, agents, affiliates, subsidiaries, successors and assigns (the "Company Indemnified Parties") harmless from, against, and with respect to any actual or threatened third party claim, proceeding, damages, loss, liabilities, cost and expenses (including, without limitation, reasonable attorneys' fees) or suit arising out of or based upon: (i) Customer's breach of its obligations pursuant to Section E of this Agreement or (ii) Customer's breach of any of its representations and warranties under this Agreement.

**L. Limitations of Liability.**

1. NEITHER PARTY OR ITS AFFILIATES WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUE, BUSINESS, OR DATA; BUSINESS INTERRUPTION; OR LOSS OF GOODWILL OR REPUTATION, REGARDLESS OF WHETHER THE PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING OR ANY LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
2. UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNT PAID AND AMOUNTS ACCRUED BUT NOT YET PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

**M. Governing Law.**

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

**N. Notices.**

All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by electronic mail. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section:



Notice to Customer: Donald Astrab  
3501 S.W. Davie Rd  
Bldg. 17, RM 266  
Davie, FL 33314  
[dastrab@broward.edu](mailto:dastrab@broward.edu)

Notice to Company: 75 E. Santa Clara Street, Suite 1100  
San Jose, CA 95113  
Attention: Legal Department  
attorney@medianewsgroup.com **O. Severability.**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**P. Amendments.**

No amendment to, or modification of this Agreement is effective unless it is in writing and signed by each Party.

**Q. Waiver.**

No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**R. Assignment.**

Customer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this section shall be null and void.

**S. Successors and Assigns.**

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

**T. Counterparts.**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



**U. Force Majeure.**

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns or other industrial disturbances; and (g) other similar events beyond the reasonable control of the Impacted Party. The foregoing shall not relieve a party from any payment obligations under this Agreement.

**V. Independent Contractors.**

To the greatest extent permitted by law, the relationship of the Parties is that of independent contractors and that relationship does not constitute a partnership, joint venture, or agency. Neither Party is an agent, representative, or partner of the other Party. Nothing herein contained shall be deemed to create an employment, agency, joint venture or partnership relationship between the Parties hereto or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.

(signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

CUSTOMER

The District Board of Trustees of Broward College, FL

Signed by:  
Signature: Donald Astrab  
6BB41D88CFDA4F4...

Print Name: Donald Astrab

Title: Interim President and Executive Vice President, Chief Operating Officer

COMPANY

MediaNews Group, Inc.

Signature: Leigh Poitinger

Print Name: Leigh Poitinger

Title: Senior Director of Marketing Operations



**SCHEDULE A**

**Bill to:**

Donald Astrab

The District Board of Trustees of Broward College, FL

3501 S.W. Davie Rd Bldg. 17, RM 266 Davie, FL 33314

**Fee:**

<b>Licensed Product Digital Access to all Broward College students, faculty, and staff:</b>	<b>Fee</b>	<b>Subscription Period</b>
<a href="https://www.sun-sentinel.com/">https://www.sun-sentinel.com/</a>	<b>\$6,353</b>	<b>Ongoing three year subscription, beginning 09/03/2024</b>

**Payment Frequency:**

Annual

**Payment Terms:**

\$6,353 per year



**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 Group Digital Subscription Agreement between BC and Vendor (the “Agreement”). If this Addendum conflicts with the Agreement’s terms, this Addendum shall control. Capitalized terms used but not defined in this Addendum shall have the meaning set forth in the Agreement

**2. Payment.** Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar. 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 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 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, 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) 201-7639, 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 and BC shall each, at their 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), including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). In the event that BC will share with or provide access to Vendor of any protected health information (“PHI”), as may be defined by state or federal law, BC and Vendor will enter into a separate agreement which will govern the use of the PHI. To the extent applicable, Vendor agrees to include all such terms and conditions in any contracts with its subcontractors providing services on behalf of Vendor in its performance of the Agreement.

**7. E-Verify.** This Section 7 shall apply only to the extent 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 E-Verify 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 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 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. Notwithstanding, the foregoing, Vendor hereby grants BC a nonexclusive, non-transferable, limited revocable license to use its trade name, logo, and other trademarks for the sole purpose of promoting the availability of the Licensed Product to Users.

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 and at BC’s request, name BC as additional insured on Vendor’s commercial general liability policies. All policies shall be in a form and with deductible limits reasonably satisfactory to BC, with insurance companies reasonably approved by BC and authorized to do business in the State of Florida, and written as primary coverage (except for professional liability). Certificates of insurance shall be provided to BC upon request and timely renewals of such insurance shall be provided to BC. Vendor shall provide at least thirty (30) days prior written notice of any cancellation, nonrenewal or other material change to the Vendor’s insurance policies required under this Agreement. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against BC for any loss or damage arising from any cause covered by

any insurance required to be carried under the Agreement by any other insurance actually carried by Vendor.

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: MediaNews Group, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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