BROWARD COUNTY PARTICIPATING ADDENDUM WITH _____
PURSUANT TO FLORIDA ACS NO. 55000000-23-NY-ACS

This Participating Addendum ("Addendum") is made between Broward County, a political subdivision of the State of Florida ("County"), and _____ ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. This Addendum is pursuant to the Florida Department of Management Services Alternate Contract Source Books, Serials, Databases, and Library Resource Management Products, No. 55000000-23-NY-ACS, and the Participating Addendum between the Florida Department of Management Services and Contractor (available here: https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/books_serials_databases_and_library_resource_management_products/complete_contract_-_participating_addenda) ("ACS").

B. Pursuant to the ACS, governmental entities may make purchases under the terms and conditions of the ACS if approved by Contractor. Contractor has so approved County purchasing under the ACS, as supplemented by the provisions in this Addendum.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS; INCORPORATION OF ACS

1.1. The ACS is incorporated herein by reference. If there is a conflict or inconsistency between any provision contained in the ACS and any provision of this Addendum, the provisions of this Addendum shall prevail as to transactions between the County and Contractor made pursuant to this Addendum.

1.2. All defined terms in the ACS shall have the meanings set forth therein when used in this Addendum, except as follows: for the purposes of this Addendum and all purchases by County, any reference in the ACS (including the documents referenced and incorporated therein) to Customer, Department, or State means County. For clarity, as it relates to the relationship between County and Contractor pursuant to this Addendum, all references intended in context to refer to the purchasing entity shall be deemed to refer to County.

2. SCOPE OF SERVICES

2.1. Scope of Services. Contractor agrees to provide County such items as County may, from time to time, order from Contractor based on the products and pricing available under the ACS. Such orders may be made by issuing a purchase order referencing this Addendum or any other purchase document as County may determine appropriate; in all such events, the terms of this

Addendum shall be automatically incorporated in the applicable purchase order or other purchasing document.

2.2. Contract Administrator. The Contract Administrator for County under this Addendum shall be the Director of the Libraries Division, or such person designated in writing by the Director of the Libraries Division, and is authorized to approve and execute purchase orders and other purchase documents under this Addendum up to the aggregate amount of the largest of the following: the amount authorized by the Broward County Procurement Code; the amount delegated by the Director of Purchasing; or otherwise authorized by the Broward County Board of County Commissioners.

3. TERM AND TERMINATION

3.1. Term. This Addendum shall effective as of the date of complete execution by the Parties (the "Effective Date") and shall expire at the expiration of the ACS (currently August 31, 2027), as same may be extended by the parties thereto ("Term"), unless terminated earlier pursuant to this Addendum. If the ACS is terminated pursuant to its terms before its natural expiration, this Addendum shall continue unaffected for the remainder of the scheduled term upon written approval of both the Contract Administrator and Contractor documenting the agreed upon termination date.

3.2. Fiscal Year. The continuation of this Addendum beyond the end of any County fiscal year (October 1 through September 30) shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4. COMPENSATION

4.1. Pricing; Purchases. The applicable pricing for orders by County shall not exceed the then-current pricing in effect under the ACS (whether fixed price or a discount off list price). Contractor may offer County additional discounts, including volume pricing, periodic/seasonal discounts, and prompt payment discounts. At any time, County may request a quotation from Contractor for a proposed order, in response to which Contractor shall provide a quotation for the applicable items; if County elects to proceed with the purchase, County may issue a purchase order or other purchasing document referencing the quotation. Alternately, County may proceed with direct issuance of a purchase order or other purchasing document.

4.2. Method of Billing; Payment. Contractor shall invoice County in accordance with the ACS, including Section 3.3. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice, as required by the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Broward County Code of Ordinances. Payment shall be made to Contractor at the remittance address designated on the applicable invoice. Invoices must comply with the requirements of this Addendum and be in a format agreed upon by the Parties. Any amounts by County for improper invoicing or failure to comply with any requirement of this Addendum shall not be subject to payment of any interest by County.

5. MISCELLANEOUS

5.1. Prohibited Telecommunications Equipment. Contractor represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

5.2. Ownership Disclosure Form. By January 1 of each year, Contractor must submit, an Ownership Disclosure Form (or such other form or information designated by County), available at https://www.broward.org/econdev/Pages/forms.aspx, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

5.3. Notices; Public Records. For a notice to a Party to be effective under this Addendum, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change. The following notice address for County is designated as the applicable custodian for purposes of the statutory notice in Section 8.1.2 of the ACS.

NOTICE TO COUNTY	NOTICE TO CONTRACTOR
Broward County Purchasing Division Attn: Robert Gleason, Director 115 S. Andrews Ave., Suite 212 Fort Lauderdale, Florida 33301 Email address: rgleason@broward.org	_____ _____ _____ Email: _____

5.4. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Addendum, nothing herein is intended to serve as a waiver of sovereign immunity by County.

5.5. Third-Party Beneficiaries. Neither Contractor nor County intends to primarily or directly benefit a third party by this Addendum. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Addendum and that no third party shall be entitled to assert a right or claim against either of them based upon this Addendum.

5.6. Recitals; Counterparts. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. This Addendum may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Participating Addendum: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Director of Purchasing, authorized to execute same Board action on ___ day of _____, 2024, and Contractor, signing by and through its representative designated below, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its Director of Purchasing

By_____
Director of Purchasing

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
René D. Harrod (Date)
Chief Deputy County Attorney

RDH
Libraries ACS PA
1/20/24
#1080291.1

BROWARD COUNTY PARTICIPATING ADDENDUM WITH _____
PURSUANT TO FLORIDA ACS NO. 55000000-23-NY-ACS

CONTRACTOR

[INSERT CONTRACTOR NAME**]**

By: _____
Authorized Signer

_____
Print Name and Title

_____ day of _____, 2024