

ADDENDUM TO LEAGUE OF OREGON CITIES MASTER PRICE AGREEMENT

This Addendum to the League of Oregon Cities Master Price Agreement by and between the City of Margate ("CITY"), a municipal corporation, and Vortex Aquatic Structures International, a Canadian Company with its principal place of business in Quebec, Canada and USA Office in Dover, Delaware, ("VORTEX") and the **City of Margate, FL** ("**Customer**"), together with VORTEX, the "**Parties**", and each, a "**Party**", is entered into this ____ day of _____ 2023 ("Effective Date"). CITY and VORTEX may each be referred to individually as a "Party" and together as the "Parties."

INDEMNIFICATION; NO WAIVER OF SOVEREIGN IMMUNITY

In consideration of ten dollars (\$10.00) and other valuable consideration, VORTEX shall defend, indemnify and save harmless the CITY, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence, excluding the gross negligence, or actions based upon the willful, wanton or intentional misconduct of the CITY as well as other exclusions provided by F.S. 725.06(1)(c), recklessness or intentional wrongful misconduct of VORTEX and any persons employed or utilized by VORTEX in the performance of the services pursuant to this Agreement. VORTEX agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by VORTEX, its subcontractors, agents, servants or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this AGREEMENT and shall be fully binding until such time as any proceeding brought on account of this AGREEMENT is barred by any applicable statute of limitations.

COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

NOTICE

When any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To CITY: Cale Curtis, City Manager
City of Margate
5790 Margate Blvd.
Margate, FL 33063

- f. Any compensation due to VORTEX shall be withheld until all records are received as provided herein.
- g. VORTEX's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this AGREEMENT by CITY.

IF VORTEX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VORTEX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: JENNIFER M. JOHNSON, CITY CLERK
Mailing address: 5790 Margate Blvd., Margate, FL 33063
Telephone number: 954-935-5327
Email: jjohnson@margatefl.com

SCRUTINIZED COMPANIES.

VORTEX certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, Florida Statutes. In addition, VORTEX agrees to observe the requirements of Section 287.135, Florida Statutes, for applicable sub-agreements entered into for the performance of work under this AGREEMENT. Pursuant to Section 287.135, Florida Statutes, the CITY may immediately terminate this agreement, for cause, if the VORTEX, its affiliates, or its subcontractors are found to have submitted a false certification; or if the VORTEX, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the agreement. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

E-VERIFY

1) Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. VORTEX acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by VORTEX to perform employment duties within Florida during the term of the AGREEMENT; and

b) All persons (including VORTEX's/subconsultants/subcontractors) assigned by VORTEX to perform work pursuant to the contract with the Department. The VORTEX acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY; and

c) By entering into this AGREEMENT, the VORTEX becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The VORTEX shall maintain a copy of such affidavit for the duration of the AGREEMENT. Failure to comply will lead to termination of this AGREEMENT, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this AGREEMENT is terminated for a violation of the statute by the VORTEX, the VORTEX may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the CITY as a result of the termination.

GOVERNING LAW AND VENUE

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

TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ADDENDUM AND THE AGREEMENT, THE TERMS OF THIS ADDENDUM SHALL TAKE PRECEDENCE.

(SIGNATURE PAGE TO FOLLOW)

VORTEX AQUATIC STRUCTURES INTERNATIONAL

By _____

Date: _____

Print Name: _____

Title: _____

CITY OF MARGATE, FLORIDA:

By _____

Date: _____

Cale Curtis. City Manager