

EXHIBIT "G"

ADDENDUM TO EMS COUNTY GRANT FUNDING AGREEMENT

This is an Addendum to EMS County Grant Funding Agreement ("Addendum"), made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as ("COUNTY"),

and

City of Margate, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, pursuant to Section 401.101, Part II, Florida Statutes, and Section 64J-1.015, Florida Administrative Code, COUNTY is the recipient of Emergency Medical Services ("EMS") County Grant Program Funds ("Funds") from the State of Florida, Department of Health, Bureau of Emergency Medical Services ("DOH") for improvement and expansion of pre-hospital emergency medical services in Broward County; and

WHEREAS, COUNTY and Town of Davie, hereinafter referred to as ("TOWN") entered into an agreement dated March 3, 2015, providing for EMS County Grant Funding ("Grant Agreement"), incorporated herein by reference; and

WHEREAS, CITY joined TOWN as a Participating Agency in applying for Funds for the Project described herein, and the Parties desire to enter into this Addendum in accordance with the terms and conditions set forth herein; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Addendum** - This document, Articles 1 through 10, the exhibits and documents that are expressly incorporated by reference.

- 1.2 **Application** – The EMS County Grant Application submitted to COUNTY by CITY for award of EMS County Grant Funds for the Project, which is incorporated herein by reference.
- 1.3 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.4 **Contract Administrator** - The Office of Medical Examiner and Trauma Services, Trauma Management Agency Manager. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY regarding the Project and completion of the terms and conditions of this Addendum as set forth herein. In the administration of this Addendum, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Project.
- 1.5 **County Administrator** - The administrative head of COUNTY appointed by the Board.
- 1.6 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.7 **Project** - The EMS Grant Project submitted by TOWN in its Application.
- 1.8 **Property** - The equipment, item(s) or commodity(ies) purchased by TOWN under the Project on behalf of CITY, as a Participating Agency under the Grant Agreement.

ARTICLE 2

PROJECT AND PROPERTY COVENANTS

- 2.1 CITY acknowledges it will be acquiring Property pursuant to the Grant Agreement for the Project.
- 2.2 CITY shall not sell or otherwise dispose of any of the Property it acquires under the Project prior to the end of the useful life of the Property. CITY may elect to sell or dispose of the Property prior to the end of its useful life only with the prior written consent of COUNTY; however, CITY shall be required to refund to COUNTY any and all Funds provided to TOWN under the Grant Agreement that were used to purchase the Property for CITY, prior to such sale or other disposition of the Property. COUNTY has the right but not the obligation to require CITY to transfer the Property to COUNTY, in lieu of CITY being required to refund COUNTY any Funds as provided for in this section.
- 2.3 Ownership of any and all Property purchased for CITY pursuant to the Grant Agreement shall be in the name of CITY.

- 2.4 CITY shall be responsible for any and all licenses and permitting applicable to the Property, and for insuring, maintaining, and utilizing the Property throughout the useful life of same. When the Property is no longer usable, it may be disposed of by CITY in accordance with CITY's procedures for same.

ARTICLE 3

MONITORING AND REQUIRED REPORTS/FINANCIAL STATEMENTS

- 3.1 CITY shall comply with all monitoring and reporting requirements in the Grant Agreement applicable to the Property purchased on behalf of CITY. CITY shall provide TOWN with all information needed for TOWN to comply with its reporting requirements under the Grant Agreement.
- 3.2 COUNTY shall have the right to audit the books, records, and accounts of CITY that are related to the Project for a period of six (6) years from the conclusion of the State of Florida audit period, as defined by the State, of any Property acquired by CITY under the Project. CITY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. CITY shall maintain throughout the useful life of the Property and make available to COUNTY, within ten (10) calendar days of the request for inspection and audit by COUNTY or DOH.
- 3.3 CITY shall attend periodic meetings with COUNTY, as requested by COUNTY, to address the status of the Project.
- 3.4 CITY acknowledges that monitoring reports generated periodically by COUNTY shall be considered as a factor in evaluating future requests by CITY for funding under the EMS County Grant Program.
- 3.5 Failure by CITY to timely provide to TOWN any reports or documentation required to be provided under this Addendum, or any misuse of the Property, shall be deemed a breach of this Addendum.

ARTICLE 4

GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. PARTICIPATING AGENCY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 5

INSURANCE

CITY is a state agency subject to Section 768.28, Florida Statutes. CITY shall furnish to the Contract Administrator, one (1) copy of written verification of liability protection in accordance with Section 768.28, Florida Statutes, prior to execution of this Addendum. If CITY elects to purchase any additional liability coverage, including excess liability coverage, Broward County shall be named as the certificate holder and included as an additional insured under the policy.

ARTICLE 6

TERMINATION

- 6.1 This Addendum may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Addendum may be terminated for convenience at any time by the COUNTY, through its Contract Administrator, upon not less than thirty (30) calendar days' prior written notice to CITY. Termination for convenience by the COUNTY, through its Contract Administrator, shall be effective on the termination date stated in the written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Addendum may be terminated for convenience by CITY at any time prior to the date CITY receives the Property under this Addendum by providing written notice to COUNTY as provided for herein and TOWN at the address provided in the Grant Agreement. This Addendum may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 6.2 This Addendum may be terminated for cause for reasons including, but not limited to, CITY's repeated failure to continuously use the Property in a manner calculated to meet or accomplish the objectives as set forth in this Addendum.
- 6.3 In the event COUNTY terminates this Addendum for cause, which includes noncompliance with the terms and conditions set forth herein, CITY shall be required to refund to COUNTY any and all Funds provided to TOWN under the Grant Agreement that were used to purchase the Property for CITY. Failure to comply with these terms and conditions may result in COUNTY declaring CITY ineligible for further participation in the EMS County Grant Program.

- 6.4 In the event the Grant Agreement is terminated for any reason, this Addendum shall automatically terminate on the effective date of termination of the Grant Agreement. Any Property acquired by CITY under the Grant Agreement prior to the effective date of termination shall be retained by CITY for the purpose of the Project. In the event the Grant Agreement is terminated but CITY is permitted to retain the Property as provided for in this section, CITY shall be required to provide COUNTY with any reports requested by COUNTY applicable to CITY's use of the Property.
- 6.5 Notice of termination shall be provided in accordance with the "NOTICES" section of this Addendum, except that notice of termination by the County Administrator which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Addendum.

ARTICLE 7

DESIGNATED REPRESENTATIVE

The Designated Representative of CITY under this Addendum is Division Chief, Luis Villar.

ARTICLE 8

TERM

The term of this Addendum shall be effective upon execution of the Parties and continue through the term of the Grant Agreement. COUNTY will provide CITY with written notice of any extension in the term of the Grant Agreement, which allows for an extension of up to two (2) years for TOWN to complete the Project. Such notice shall be in accordance with the "NOTICES" section in this Addendum.

ARTICLE 9

EEO COMPLIANCE

No party to this Addendum may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Addendum.

CITY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S.

Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Addendum, which may result in the termination of this Addendum or such other remedy as COUNTY deems appropriate.

CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Addendum and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Addendum, CITY represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Addendum. An untrue representation of the foregoing shall entitle COUNTY to terminate this Addendum, and recover from CITY all Funds paid by COUNTY on its behalf pursuant to this Addendum, and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent CITY is acting on behalf of COUNTY pursuant to Section 119.0701, Florida Statutes, CITY shall:

- 10.1.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;
- 10.1.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

10.1.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CITY to comply with the provisions set forth in this Section 10.1 shall constitute a default and breach of this Agreement, and COUNTY shall enforce the default in accordance with the provisions set forth in Section 6.1.

10.2 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY: Office of Medical Examiner and Trauma Services
 Manager, Trauma Management Agency
 5301 SW 31st Avenue
 Fort Lauderdale, Florida 33312

FOR CITY: City of Margate
 Fire Department
 Attention: Chief Frank Edwards
 1811 Banks Rd.
 Margate, FL 33063

10.3 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 10 of this Addendum, the provisions contained in Articles 1 through 10 shall prevail and be given effect.

10.4 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Addendum and executed by the Board and

CITY or others delegated authority to or otherwise authorized to execute same on their behalf.

10.5 SURVIVAL

COUNTY's right to request reports, monitor, evaluate, enforce, audit, and review shall survive the expiration or earlier termination of this Addendum.

10.6 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The Grant Agreement is incorporated herein by reference. If the Grant Agreement, or any portion of the Grant Agreement, conflicts with this Addendum, this Addendum shall control and govern the intent of the Parties. CITY shall comply with the terms and conditions set forth in Article 11, Miscellaneous Provisions, of the Grant Agreement as applied to CITY, as if such provisions are set out in full hereunder.

10.7 REPRESENTATION OF AUTHORITY

Each individual executing this Addendum on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Addendum, duly authorized by all necessary and appropriate action to execute this Addendum on behalf of such party and does so with full legal authority.

10.8 COUNTER PARTS AND MULTIPLE ORIGINALS

This Addendum 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 addendum.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this ADDENDUM TO EMS COUNTY GRANT FUNDING AGREEMENT: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same by Board action on the 28th day of October, 2014, and CITY OF MARGATE, signing by and through its Mayor, authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its
County Administrator

Signature

By _____
Bertha Henry

Print/Type Name Above

_____ day of _____, 2015

Signature

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print/Type Name Above

Insurance requirements
approved by Broward County
Risk Management Division

By: _____
Adam Katzman (Date)
Assistant County Attorney

By _____
Signature (Date)

Print Name and Title Above

Town of Davie Participating Agency Addendum 2015 Grant Agreement

CITY OF MARGATE

Joanne Simone, Mayor

____ day of _____, 2015

Douglas E. Smith, City Manager

____ day of _____, 2015

ATTEST:

APPROVED AS TO FORM:

Joseph J. Kavanagh, City Clerk

____ day of _____, 2015

Eugene M. Steinfeld, City Attorney

____ day of _____, 2015