

EXHIBIT "G"
ADDENDUM TO EMS COUNTY GRANT FUNDING FOR PARTICIPATING AGENCY

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This ADDENDUM TO EMS COUNTY GRANT FUNDING AGREEMENT ("Addendum") is entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as ("COUNTY") and CITY of DANIA BEACH, a municipal corporation of the State of Florida, hereinafter referred to as ("PARTICIPATING AGENCY").

WHEREAS, PARTICIPATING AGENCY acknowledges that it has joined in with the CITY of MIRAMAR, a municipal corporation of the State of Florida, on behalf of its Fire Rescue Department hereinafter referred to as ("CITY") on one (1) Project Application: Automatic External Defibrillators (AEDs) as part of the EMS County Grant Funding and enters into this Addendum to the EMS County Grant Funding Agreement ("Agreement"), between COUNTY and CITY, in accordance with the terms and conditions set forth herein; NOW, THEREFORE,

WITNESSETH: In consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and PARTICIPATING AGENCY agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. USE OF TERMS. The term "Property" shall refer to the equipment, item(s) or commodity(ies) being provided to PARTICIPATING AGENCY in accordance with this Addendum and the Project referenced in the Agreement.
3. PROPERTY COVENANTS.
 - 3.1 PARTICIPATING AGENCY 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. PARTICIPATING AGENCY 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, PARTICIPATING AGENCY shall be required to refund to COUNTY any and all funds provided to the CITY of MIRAMAR on behalf of PARTICIPATING AGENCY for the purposes discussed herein, prior to such sale or other disposition of the Property. COUNTY has the right but not the obligation to require PARTICIPATING AGENCY to transfer to COUNTY the Property purchased with Funds under the Agreement, in lieu of PARTICIPATING AGENCY paying back COUNTY any Funds as provided for in this section.

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- 3.2 Ownership of any and all Property purchased on behalf of PARTICIPATING AGENCY pursuant to the Agreement shall be in the name of PARTICIPATING AGENCY, unless otherwise provided for herein. PARTICIPATING AGENCY shall be responsible for obtaining the proper insurance, licensing, permitting, as applicable, for the Property and for maintaining said Property. When any Property purchased with Funds under the Agreement is no longer usable, it may be disposed of in the customary manner and procedures of PARTICIPATING AGENCY.
4. MONITORING AND REQUIRED REPORTS/FINANCIAL STATEMENTS.
- 4.1 PARTICIPATING AGENCY is subject to and shall comply with any and all requirements set forth in State law, and in that certain agreement between the State of Florida and COUNTY regarding the Funds, including the terms and conditions of the Application for EMS Grant Funding submitted by COUNTY, incorporated herein by reference.
- 4.2 PARTICIPATING AGENCY shall, to the extent permitted by law, maintain and make available within ten (10) calendar days of the request for inspection and audit by COUNTY officials, all books, reports, documentation and records of any kind of nature required by COUNTY or the State of Florida regarding the Project for the useful life of any Property acquired with respect to the Project, including program activities, pursuant to time frames set out by COUNTY or the State of Florida.
- 4.3 PARTICIPATING AGENCY shall assign appropriate staff as necessary to attend periodic meetings with COUNTY, as requested by COUNTY, to assess the applicable Project's status.
- 4.4 PARTICIPATING AGENCY understands and agrees that monitoring reports generated periodically by designated COUNTY staff shall be considered as a factor in evaluating future funding requests from PARTICIPATING AGENCY.
- 4.5 COUNTY shall have the right to audit the books, records, and accounts of PARTICIPATING AGENCY 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 during which the applicable Project occurred, of any Property acquired with respect to the Project. PARTICIPATING AGENCY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

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4.6 Failure by PARTICIPATING AGENCY to timely provide any required reports or documentation, as required by COUNTY, shall be deemed a breach of this Addendum by PARTICIPATING AGENCY and shall require PARTICIPATING AGENCY to return all PROPERTY to CITY. PARTICIPATING AGENCY shall additionally be responsible for reimbursing CITY for any and all Funds spent by CITY in the distribution of Property to PARTICIPATING AGENCY.

5. LIABILITY.

PARTICIPATING AGENCY is a state agency, public body politic or political subdivision of the State of Florida, as defined in Chapter 768.28, Florida Statutes, as amended from time to time, and agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any PARTICIPATING AGENCY to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement or under this Addendum.

6. INSURANCE.

PARTICIPATING AGENCY is a state agency, public body politic or political subdivision of the State of Florida, as defined by Section 768.28, Florida Statutes, as amended from time to time. PARTICIPATING AGENCY shall furnish to the Office of Medical Examiner and Trauma Services, Trauma and EMS Section one (1) copy of written verification of liability protection in accordance with Section 768.28, Florida Statutes, as amended from time to time, prior to final execution of this Addendum. Additionally, if PARTICIPATING AGENCY elects to purchase any additional liability coverage including excess liability coverage, PARTICIPATING AGENCY agrees that the Broward County will be listed as the certificate holder and included as an additional named insured on the certificate.

7. 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

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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 Director, Trauma Management
Agency
5301 SW 31st Avenue
Fort. Lauderdale, FL 33312

FOR PARTICIPATING AGENCY: City of Dania Beach
City Manager
100 West Dania Beach Boulevard
Dania Beach, FL 33004

8. TERMINATION OF ADDENDUM.

8.1 This Addendum may be terminated for cause by action of COUNTY or by PARTICIPATING AGENCY if the party in breach has not corrected the breach within thirty (30) calendar days after written notice from the aggrieved party identifying the breach. This Addendum may also be terminated for convenience at any time by the Office of Medical Examiner and Trauma Services, Trauma Management Agency Director upon not less than ninety (90) calendar days' prior written notice by the Director. This Addendum may also be terminated by the Office of Medical Examiner and Trauma Services, Trauma Management Agency Director upon such notice as the Director deems appropriate under the circumstances in the event the Director determines that termination is necessary to protect the public health, safety, or welfare.

8.2 In the event COUNTY terminates this Addendum for cause, PARTICIPATING AGENCY shall be required to repay COUNTY and/or CITY, as applicable, in full all Funds disbursed to PARTICIPATING AGENCY, or disbursed on behalf of PARTICIPATING AGENCY, to acquire Property under the Agreement for PARTICIPATING AGENCY prior to the date of termination. Failure to comply with these terms and conditions shall result in COUNTY declaring PARTICIPATING AGENCY ineligible for further participation in the EMS Grant Program until such time as PARTICIPATING AGENCY complies therewith.

8.3 In the event COUNTY terminates the Agreement with CITY for cause or convenience, this Addendum shall automatically terminate on the effective date of termination of the Agreement with CITY. Any Property PARTICIPATING AGENCY received from CITY under the Agreement in accordance with the terms of this Addendum, prior to the notice of

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termination, can be retained by PARTICIPATING AGENCY for the purposes specified herein. In the event CITY terminates the Agreement with COUNTY for convenience, any Property PARTICIPATING AGENCY received from CITY under this Addendum, prior to the notice of termination, shall remain the Property of PARTICIPATING AGENCY.

8.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Addendum, except that notice of termination by COUNTY's Office of Medical Examiner and Trauma Services, Trauma Management Agency Director which the Director 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.

9. **INCORPORATION BY REFERENCE.**

PARTICIPATING AGENCY agrees to abide by all of the terms and conditions set forth in Article 14, Miscellaneous Provisions, Exhibit "A," Scope of Project, Exhibit "B," Project Schedule, Exhibit "C," Project Budget, and Exhibit "D," Outcomes of the Agreement. PARTICIPATING AGENCY agrees that such terms and conditions in the Agreement shall form a part of, and be incorporated herein by reference into this Addendum.

10. **MULTIPLE ORIGINALS.**

This Addendum may be fully executed in three (3) or more copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of page is intentionally left blank.)

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IN WITNESS WHEREOF, the parties hereto have made and executed this ADDENDUM TO EMS COUNTY GRANT FUNDING FOR PARTICIPATING AGENCY on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 29th day of March, 2011 and CITY OF DANIA BEACH, as PARTICIPATING AGENCY, a municipal corporation of the State of Florida, signing by and through its City Manager duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its
County Administrator

Signature

By _____
Bertha Henry
County Administrator

Print/Type Name Above

_____ day of _____, 20__

Signature

Approved as to form by
Office of County Attorney
Broward County Florida
JONI ARMSTRONG COFFEY
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

Approved as to Insurance
Requirements by Risk Management
Division

By: _____
PATRICE M. EICHEN (Date)
Assistant County Attorney

By _____
Authorized Signature (Date)

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PARTICIPATING AGENCY

CITY OF DANIA BEACH, FLORIDA

ATTEST:

By: _____
City Clerk

By: _____
(Authorized Signatory)

(Type or Print name of Signatory)

By: _____
(Authorized Signatory)

(Type or Print name of Signatory)

Approved as to form:

City Attorney

DATE: _____