

ADDENDUM NO. 2 TO MASTER SERVICES AGREEMENT

THIS ADDENDUM NO. 2 is made as of the _____ day of _____, 2023, by and between the Town of Juno Beach, a Florida municipal corporation ("Client"), and MCCi, a Florida limited liability company ("MCCi").

In consideration of the mutual promises contained in this Addendum and the Master Services Agreement entered into by the parties (collectively "Agreement"), the Town and MCCi agree as follows:

1. To the fullest extent permitted by applicable laws and regulations, MCCi shall indemnify and save harmless and defend the Town, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by MCCi pursuant to the Agreement, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of MCCi and/or its subcontractors, agents, servants or employees. MCCi shall not be required to indemnify the Town, its officials, agents, servants, and employees when the occurrence results solely from the wrongful acts or omissions of the Town, its officials, agents, servants, and employees. The terms of this Section shall survive completion of all services provided for in the Agreement as well as the termination of the Agreement for any reason. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or MCCi, nor shall this Agreement be construed a waiver of sovereign immunity beyond the limited waiver provided in Section 768.28, Florida Statutes. The Town shall not be required to indemnify MCCi.
2. MCCi is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of the Agreement and in furtherance thereof, may demand and obtain records and testimony from MCCi and its subcontractors. MCCi understands and agrees that in addition to all other remedies and consequences provided by law, the failure of MCCi or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of the Agreement justifying termination.
3. As required by Section 119.0701, Florida Statutes, MCCi shall:
 - a. Keep and maintain public records required by the Town to perform the service.
 - b. Upon request from the Town's custodian of public records, provide the Town with a copy 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 MCCi does not transfer the records to the Town.
- d. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of MCCi or keep and maintain public records required by the Town to perform the services. If MCCi transfers all public records to the Town upon completion of the Agreement, MCCi shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MCCi keeps and maintains public records upon completion of the Agreement, MCCi shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE MCCI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MCCI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 656-0316; CCOPELAND@JUNO-BEACH.FL.US; OR 340 OCEAN DRIVE, JUNO BEACH, FL 33408.

- 4. Pursuant to Section 448.095(2), Florida Statutes, MCCi shall: (a) register and use the E-Verify system to verify the work authorization of newly hired employees and require all subcontractors (providing services or receiving funds under this Agreement) to register and use the E-Verify system to verify the work authorization status of the subcontractor's newly hired employees; (b) secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens; (c) maintain copies of all subcontractor affidavits for the duration of the Agreement; (d) comply fully with Section 448.095, Florida Statutes; (e) be aware that a violation of Section 448.09, Florida Statutes, shall be grounds for termination of this Agreement; and (f) be aware that if Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, MCCi may not be awarded a public contract for at least one year after the date on which the Agreement is terminated.
- 5. Section 15(m) of the Master Services Agreement is hereby deleted. In the event any lawsuit is brought to enforce compliance with the terms of the Agreement or interpret same, or if any administrative proceeding is initiated for the same purposes, the prevailing party shall pay to the non-prevailing party reasonable attorney's fees and costs, including appellate fees and costs. Venue for any action arising out of this Agreement shall be exclusively in Palm Beach County, Florida.

6. In the event of any conflict between the terms of this Addendum No. 2 and the Master Services Agreement or Addendum No. 1, the terms of this Addendum No. 2 shall control.

IN WITNESS WHEREOF, the Town and MCCi have made and executed this Addendum No. 2 as of the day and year first above written.

Town of Juno Beach:

MCCi, LLC

By: _____
David Dyess, Town Manager

By: _____
Name:
Title: