

**ADDENDUM TO SITE AGREEMENT
ON BEHALF OF
FLIPANY AND NORTHWEST FOCAL POINT SENIOR CENTER DISTRICT**

This Addendum to the Site Agreement on behalf of FLIPANY and the NORTHWEST FOCAL POINT SENIOR CENTER DISTRICT (hereinafter "NWFP DISTRICT"), is entered into this 16 day of June 2023 ("Effective Date"). NWFP DISTRICT and FLIPANY may each be referred to individually as a "Party" and together as the "Parties."

NO WAIVER OF SOVEREIGN IMMUNITY

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.

PUBLIC RECORDS

The AGREEMENT and this Addendum shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. FLIPANY understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, FLIPANY agrees to:

- a. FLIPANY agrees to keep and maintain public records in FLIPANY'S possession or control in connection with FLIPANY'S performance under this Agreement. FLIPANY additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- b. FLIPANY shall 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, and following completion of the AGREEMENT until the records are transferred to NWFP DISTRICT.
- c. Upon request from NWFP DISTRICT custodian of public records, FLIPANY shall provide NWFP DISTRICT with a copy of 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- d. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this AGREEMENT are and shall remain the property of NWFP DISTRICT.
- e. Upon completion of this AGREEMENT, transfer, at no cost, to the NWFP DISTRICT all public records in possession of FLIPANY or keep and maintain public records required by NWFP DISTRICT to perform the service. If FLIPANY transfers all public records to NWFP DISTRICT upon completion of this AGREEMENT, FLIPANY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FLIPANY keeps and maintains public records upon completion of this AGREEMENT, FLIPANY shall meet all applicable requirements for retaining public records. All records stored electronically by FLIPANY shall be delivered to NWFP DISTRICT, upon request from the NWFP DISTRICT's Custodian of Records, in a format that is compatible with the NWFP DISTRICT's information technology systems.

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

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

Custodian of Public Records: TERRY LIEBERMAN, PROJECT DIRECTOR
Mailing address: 6009 NW 10TH STREET
Telephone number: MARGATE, FL 33063
Email: 954-973-0300
tlieberman@margatefl.com

SCRUTINIZED COMPANIES.

FLIPANY certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, Florida Statutes. In addition, FLIPANY 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 NWFP DISTRICT may immediately terminate this agreement, for cause, if the FLIPANY, its affiliates, or its subcontractors are found to have submitted a false certification; or if the FLIPANY, 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. FLIPANY 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 FLIPANY to perform employment duties within Florida during the term of the AGREEMENT; and

b) All persons (including FLIPANY's/subconsultants/subcontractors) assigned by FLIPANY to perform work pursuant to the contract with the Department. The FLIPANY 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 NWFP DISTRICT; and

c) By entering into this AGREEMENT, the FLIPANY 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 FLIPANY 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 FLIPANY, the FLIPANY 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 NWFP DISTRICT as a result of the termination.

INDEPENDENT CONTRACTOR

The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

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.

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.

FLIPANY

By 
Print Name: Lynne Kunins
Title: CEO

Date: 6/15/2023

NWFP DISTRICT OF MARGATE, FLORIDA:

By _____ Date: _____
Anthony N. Caggiano, Board President

By _____ Date: _____
Terry Lieberman, Project Director