

REINSTATEMENT AND AMENDMENT TO AGREEMENT

Between

BROWARD COUNTY

and

SOFI CORPORATION

for

INSPECTION AND PROJECT ADVISORY SERVICES

REINSTATEMENT AND AMENDMENT TO AGREEMENT

Between

BROWARD COUNTY

and

SOFI CORPORATION

for

INSPECTION AND PROJECT ADVISORY SERVICES

This is a Reinstatement and Amendment to Agreement ("Reinstatement and Amendment"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

and

SOFI CORPORATION, a Florida corporation, hereinafter referred to as "SOFI," collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Agreement ("Original Agreement") dated October 15, 2015, providing for inspection and project advisory services for housing rehabilitation and new home construction activities under the Housing Finance and Community Redevelopment Division's various grant programs; and

WHEREAS, the Parties intended to enter into a First Amendment to the Original Agreement prior to expiration of the Initial Term, to exercise the option for the Renewal Term; however, execution of such amendment was delayed due to unanticipated issues relating to insurance requirements for automobile coverage (single incident), and the Original Agreement subsequently expired; and

WHEREAS, the Parties desire to enter into this Reinstatement and Amendment to ratify and incorporate the terms and conditions set forth in the Original Agreement, except as amended herein, and to exercise the Renewal Term under the Original Agreement, and provide for new insurance requirements as set forth in Exhibit "E," Insurance Requirements; NOW, THEREFORE,

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

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. The Original Agreement is reinstated effective October 15, 2017.
3. Article 3, Term and Time of Performance, Section 3.1, is amended as follows:
 - 3.1 This Agreement shall commence upon the complete execution by the Parties, and shall continue for a term of two (2) years ("Initial Term"), unless extended or terminated earlier as provided herein. This Agreement ~~may~~ shall be renewed for an additional term of ~~up to~~ two (2) years ("Renewal Term"), and such Renewal Term shall end on October 14, 2019, subject to SOFI's satisfactory performance under this Agreement, as determined by the Division Director. COUNTY shall provide SOFI with written notice of its intent to renew this Agreement at least sixty (60) days prior to the end of the Initial Term. Within thirty (30) days following receipt of COUNTY's notice of intent to renew, SOFI shall provide written notice to the Contract Administrator of SOFI's intent to renew this Agreement. In the event the Parties elect to exercise the Renewal Term, the Parties shall enter into an amendment as provided in Section 9.18, prior to the expiration of the Initial Term unless terminated earlier as provided herein. The County Administrator is authorized to execute an amendment to this Agreement exercising the Renewal Term, on behalf of COUNTY, under the same terms as provided herein, including the amount of compensation to be paid to SOFI under Section 4.1 for the Initial Term. The Initial Term and the Renewal Term, if exercised under this Agreement, shall be collectively referred to as the "Agreement Term." In the event the Agreement Term extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.
 - 3.2 Unless otherwise agreed to by the Parties in writing, all duties, obligations, and responsibilities of SOFI required by this Agreement shall be completed no later than the timeframe for deliverables set forth in Exhibit "A" each Work Authorization issued by the Contract Administrator utilizing the form provided in Exhibit "C."
4. Article 4, Compensation, Section 4.1, is amended as follows:
 - 4.1 COUNTY will pay SOFI, in the manner specified in Section 4.2, up to a maximum amount not to exceed Ninety Thousand Dollars (\$90,000) for the Initial Term, and up to a maximum amount not to exceed Ninety

Thousand Dollars (\$90,000) for the Renewal Term, if exercised. Payment shall be made only for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by SOFI as full compensation for all such work. SOFI acknowledges that the amount set forth herein is the maximum amount payable and constitutes a limitation upon COUNTY's obligation to compensate SOFI for its work under this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon SOFI's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, SOFI shall not be reimbursed for any expenses it incurs under this Agreement.

5. Article 9, Miscellaneous, Section 9.2 is deleted in its entirety and is replaced with a new Section 9.2 as follows:

9.2 PUBLIC RECORDS

To the extent SOFI is acting on behalf of COUNTY as stated in Section 119.0701, Florida Statutes, SOFI shall:

a. Keep and maintain public records required by COUNTY to perform the services under this Agreement;

b. Upon request from COUNTY, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that 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 record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to COUNTY; and

d. Upon completion of this Agreement, transfer to COUNTY, at no cost, all public records in possession of SOFI upon termination of this Agreement or keep and maintain public records required by COUNTY to perform the services. If SOFI transfers the records to COUNTY, SOFI shall destroy any duplicate public records that are exempt or confidential and exempt. If SOFI keeps and maintains public records upon completion of this Agreement, SOFI shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request in a format that is compatible with the information technology systems of COUNTY.

The failure of SOFI to comply with the provisions of this section shall constitute a material breach of this Agreement entitling COUNTY to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to COUNTY, who will be responsible for responding to any such public records requests. SOFI will provide any requested records to COUNTY to enable COUNTY to respond to the public records request.

Any material submitted to COUNTY that SOFI contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, SOFI must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to COUNTY for records designated by SOFI as Trade Secret Materials, COUNTY shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by SOFI. SOFI shall indemnify and defend COUNTY and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF SOFI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SOFI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8100, sfejes@broward.org, 110 N.E. 3rd STREET - THIRD FLOOR, FORT LAUDERDALE, FLORIDA 33301.

6. Article 9, Miscellaneous, Section 9.8 is amended, in part, for COUNTY as follows:

FOR COUNTY:

Ralph Stone Suzanne Fejes, Acting Director
Housing Finance and Community Development Division
110 NE 3rd Street
Fort Lauderdale, Florida 33301

7. Exhibit "E," Insurance Requirements, is deleted in its entirety and is replaced with a new Exhibit "E," Insurance Requirements, attached hereto and incorporated herein.
8. All references in any Exhibits attached to the Original Agreement which refer to the Broward County Housing Finance and Community Development Division shall be deemed to refer to the Broward County Housing Finance and Community Redevelopment Division.
9. Except as provided in this Reinstatement and Amendment, all terms set forth in the Original Agreement, as previously amended and not inconsistent herewith, shall remain in force and effect.
10. This Reinstatement and Amendment shall be effective upon the full execution by the Parties.
11. Multiple copies of this Reinstatement and Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(Remainder of Page Intentionally Left Blank)

As it relates to amended Agreement provisions, words in ~~struck-through~~ type are deletions from existing text and words in underscored type are additions to existing text.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Reinstatement and Amendment to Agreement: BROWARD COUNTY, through the Board of County Commissioners, signing by and through the Mayor or Vice-Mayor, authorized to execute same, and SOFI CORPORATION, signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2018

Insurance requirements approved by
Broward County Risk Management
Division:

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By: *C Pounall*
Name: *Colleen Pounall*
Title: *Risk Analyst*

By: *Patrice M. Eichen* *12/21/17*
Patrice M. Eichen (Date)
Assistant County Attorney

By: *[Signature]* *12/21/17*
Sharon V. Thorsen (Date)
Senior Assistant County Attorney


PME:dp
Reinstatement and Amendment to SoFi Corp Agree
12/19/17
#17-129

REINSTATEMENT AND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND SOFI CORPORATION FOR INSPECTION AND PROJECT ADVISORY SERVICES

SOFI

WITNESSES:

SOFI CORPORATION



Signature

Suzanne E. Weiss

Print Name



Signature

PATRICK GRAHAM

Print Name

By 

President

21 day of December, 2018/7

(SEAL)

EXHIBIT E

INSURANCE REQUIREMENTS

Project: Inspection and Project Advisory Services
Contract Manager: Suzanne Weiss

TYPE OF INSURANCE	ADDL INSD	SUBR WYD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$1,000,000 1 years \$10 k	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$ years \$10 k	Completed Value
<i>Description of Operations:</i> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability. Policies shall be endorsed to provide 30 days written notice of cancellation to Certificate Holder, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from Certificate Holder. *Contractor is responsible for all Deductibles.					

CERTIFICATE HOLDER:

 Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301


Digitally signed by
 general@broward.org
 DN:
 cn=general@broward.org
 date=2017.12.15
 09:08:13 -0500
 Risk Management Division