

Service Agreement

State of Florida

This Service Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

Attorneys' Title Partners, Inc., a Florida Profit Corporation, organized under the laws of the state of Florida, having its principal place of business at the following address:

8461 Lake Worth Road, Suite #117
Lake Worth, Florida 33467

and

City of Fort Lauderdale, a Florida Municipal Corporation, organized under the laws of the state of Florida, having its principal place of business at the following address:

100 North Andrews Avenue
Fort Lauderdale, FL 33301

Hereinafter, "Client" will refer to and be used to describe the following party: City of Fort Lauderdale. "Service Provider" will refer to and be used to describe the following party: Attorneys' Title Partners, Client and Service Provider may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client wishes to retain the Services (as defined below) of Service Provider;

WHEREAS, Service Provider has the skills, qualifications, and expertise required to provide the Services to the Client;

WHEREAS, Service Provider wishes to render such Services to Client.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS:

As used in this Agreement:

A) "Services" shall be used to refer to the following specific services that the Service Provider will provide to the Client under the terms and conditions set forth herein:

Title Insurance and closing services

B) "Commencement Date" shall be used to refer to the date the Service Provider begins work on the Services for the Client. The Commencement Date shall be the date the last party executes this Agreement.

C) "Completion Date" shall be used to refer to the date that the Service Provider will complete or cease the provision of Services to the Client. The Completion Date is currently unknown, and for the purposes of this Agreement, will mean the date in the future that the Service Provider has completed the rendering of all services to the Client. Notwithstanding anything contained herein to the contrary, the term of this Agreement shall not extend beyond five (5) years from the Commencement Date unless terminated earlier as provided hereunder.

D) "Key Dates" shall be used to refer to specific dates during the time period that the Services are being rendered that the Service Provider agrees to meet specific events or deadlines.

E) "Fees" shall be used to refer to the payment Client will pay to Service Provider for the rendering of the Services. Specifically, the fees shall be as follows:

1. The service provider will charge the client State of Florida Promulgated rates for title insurance.
2. The service provider will charge the client a maximum closing fee of \$225.00 subject to additional fees pre-approved by Client for clearing title issues not requiring legal representation.
3. See attached Exhibit "A" sample HUD statement. A Closing Disclosure will be provided to the client showing all fees, including third party fees such as surveys, recording fees and documentary stamp fees.

Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Service Provider hereby agrees to render the Services to Client, beginning on the Commencement Date and ending on the Completion date, along with meeting the specified Key Dates, at the Location directed by the Client, as

described below and provided Service Provider is not in default of this Agreement, Client agrees to pay Service Provider the Fees required for the Services.

Article 3 - LOCATION:

Service Provider will render the Services at the following location (throughout this Agreement, "Location"):

Attorneys Title Partners, Inc.
2400 North University Dr., STE. #200
Pembroke Pines, Florida 33024

Article 4 – SUBCONTRACTORS:

The Service Provider shall be permitted to use subcontractors in the provision of Services to the Client. The Service Provider will need to receive prior approval from the Client for the use of a particular intended subcontractor. The Service Provider shall be responsible for the work of a subcontractor whose work shall be undertaken to the same standard as required by this Agreement.

Article 5 - STAFF OR EMPLOYEES:

The Service Provider may use any staff or employees that the Service Provider deems fit and capable in the provision of the Services to the Client.

Article 6 - FEES:

Provided, the Service Provider is not in default of this Agreement, the Client agrees to pay the Service Provider the required Fees, as outlined elsewhere in this Agreement, for the provision of the Services, subject to the following terms and conditions:

A) Invoice Interval: The Service Provider will be entitled to invoice the client at the following time period: At the time of closing. Funds will be deducted from the closing funds for the rehabilitation transaction.

B) Invoice Period: The Client shall have the following time period in which to pay the Service Provider's invoice:

At the time of closing or if the transaction cancels, 30 days from cancellation.

C) Method of Payment: Service Provider will accept the following forms of payment:

Check, Wire or ACH

D) Expenses: The Service Provider is permitted to charge for all reasonable and necessary costs and expenses incurred in performing the Services, including but not limited to traveling, photocopying, courier services and postage, subject to agreement from the Client.

E) Penalties: If the Client does not pay the invoiced and required amount by the date stated in the invoice or as otherwise provided for in this Agreement, and such non-payment continues for a period of thirty (30) days after notice by the Service Provider to Client, the Service Provider shall be entitled to:

1. Cease performance of the Services completely or until payment is made, at the Service Provider's sole and exclusive discretion.

F) Tax Statement: The Client is exempt from payment of Florida State Sales and Use Taxes. The Client will sign an exemption certificate submitted by the Service Provider. The Service Provider shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Client, nor is the SERVICE PROVIDER authorized to use the Client's Tax Exemption Number in securing such materials.

Article 7 - CLIENT OBLIGATIONS:

During the provision of the Services, the Client hereby agrees to:

- A) Cooperate with the Service Provider for anything the Service Provider may reasonably require;
- B) Provide any information and/or documentation needed by the Service Provider relevant to the provision of Services or payment for the provision of Services;
- C) Require any staff or agents of the Client to co-operate with and assist the Service Provider as the Service Provider may reasonably need;

Article 8 - INTELLECTUAL PROPERTY:

In accordance with the terms and conditions of this Agreement, the Service Provider may create certain intellectual property ("Created IP"), including, but not limited to, plans, drawing, specifications, reports, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property as required to render the provision of Services to the Client. To the extent permitted under applicable law, any such Created IP generated by the Service Provider in connection with the provision of Services to the Client shall belong to the Client.

Any intellectual property provided by the Client to the Service Provider to assist in the provision of Services, that was not created by Service Provider pursuant to this Agreement, shall belong to the Client. To the extent permitted under applicable law, any ancillary intellectual property

belonging to the Service Provider, provided or shown to the Client in any way, that was not created by the Service Provider pursuant to this Agreement, shall belong to the Service Provider.

Article 9 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS:

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the Client or at its expense will be kept confidential by the Service Provider and will not be disclosed to any other party, directly or indirectly, without the Client's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the Client's expense shall be and remain the Client's property and may be reproduced and reused at the discretion of the Client.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Broward County Office of the Inspector General, Broward County Code, Section 10.01, as amended.

Article 10 – COMPETITION:

Intentionally Omitted

Article 11 - WARRANTIES:

The Service Provider represents and warrants that it will perform the Services using reasonable care and skill for a Service Provider in their field and that any end products or materials given by the Service Provider to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party.

Article 12 - LIMITATION OF LIABILITY:

Intentionally Omitted

Article 13 – INDEMNITY/INSURANCE:

Service Provider shall protect, defend, reimburse, indemnify and hold Client, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss,

cost, damages or causes of action of every kind or character, including reasonable attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the Service Provider.

Insurance. At all times during the term of this Agreement, Service Provider, at its sole expense, shall keep or cause to be kept in effect the following insurance coverages:

A. Professional Liability Service Provider shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a deductible exceeds **\$10,000**, Client reserves the right, but not the obligation, to review and request a copy of Service Provider's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Service Provider shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, Service Provider shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

B. All of the policies of insurance provided for in this Agreement:

1. shall be in the form and substance approved by the Florida Office of Insurance Regulations ("FIOIR"),
2. shall be issued only by companies licensed by FIOIR,
3. Certificates of Insurance pertaining to same shall be delivered to Client, at least seven (7) days prior to the Effective of this Agreement,
4. shall be with a carrier having an A Best's Rating of not less than A, Class VII,
5. shall bear endorsements showing the receipt by the respective companies of the premiums thereon or shall be accompanied by other evidence of payment of such premiums to the insurance companies, including evidence of current annual payment, if on any installment payment basis, and
6. shall provide that they may not be canceled by the insurer for thirty (30) days after service of notice of the proposed cancellation upon Client

7. All insurance policies shall be renewed by Service Provider, and certificates evidencing such renewals, bearing endorsements or accompanied by other evidence of the receipt by the respective insurance companies of the premiums thereon, shall be delivered to Client, at least thirty (30) days prior to their respective expiration dates.

8. Client does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Client's interests or liabilities but are merely minimum requirements established by Client's Risk Management Division. Client reserves the right to require any other reasonable insurance coverage that Client reasonably deems necessary depending upon the risk of loss and exposure to liability.

9. Waiver of Subrogation: Service Provider hereby waives any and all rights of Subrogation against the Client, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then Service Provider shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should Service Provider enter into such an agreement on a pre-loss basis.

Article 14 - TIME FOR PERFORMANCE:

Time shall be of the essence for the performance by the Service Provider of its obligations under the Agreement. Any dates, periods or times for performance specified in the Agreement are to be met, and in any default thereof, the Service Provider will be in breach of the Agreement.

Article 15 - TERMINATION:

A) This Agreement may be terminated by either party, upon notice in writing:

1. if the other party commits a material breach of any term of this Agreement that is not capable of being remedied within thirty (30) days or that should have been remedied within thirty (30) days after a written request and was not;
2. if the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;
3. if the other party or its employees or agents engage in any conduct prejudicial to the business of the other, or in the event that either party considers that a conflict or potential conflict of interest has arisen between the parties.

If this Agreement is terminated before the expiration of its natural term and the Service Provider is not in default of this Agreement, Client hereby agrees to pay for all Services rendered up to the date of termination, and for any and all expenditure due for payment after the date of termination for commitments reasonably made and incurred by Service Provider related to the rendering of Services prior to the date of termination.

Any termination of under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Article 16 - RELATIONSHIP OF THE PARTIES:

The Service Provider is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the Client. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Service Provider's sole direction, supervision, and control. The Service Provider shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Service Provider's relationship and the relationship of its employees to the Client shall be that of an Independent Contractor and not as employees or agents of the Client. The Service Provider does not have the power or authority to bind the Client in any promise, agreement or representation.

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any resident or employees of the Client and/or Service Provider.

Article 17 - GENERAL PROVISIONS:

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Florida and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Florida. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

E) **NO WAIVER:** None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

F) **SEVERABILITY:** If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

G) **PUBLIC ANNOUNCEMENT:** Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.

H) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

I) **HEADINGS:** Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

J) **COUNTERPARTS:** This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

K) **FORCE MAJEURE:** Service Provider is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

L) **NOTICES ELECTRONIC COMMUNICATIONS PERMITTED:**

1. Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail, air mail, or e-mail, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:

Service Provider: Attorneys Title Partners, Inc.

Client: City of Fort Lauderdale

*Housing and Community Development
Attn: Claudia Goncalves/ Rachel Williams
914 Sistrunk Blvd., Ste. 103
Fort Lauderdale, FL 33311*

*With a copy to:
C/O City Attorney's Office
100 North Andrews Avenue
7th Floor
Fort Lauderdale, FL 33301*

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first-class mail), or 7 working days after the date of posting (in the case of air mail), or next working day after sending (in the case of e-mail).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 14th day of August, 2019.

WITNESSES:

Attorneys' Title Partners, Inc.

Manuel Zayas

Maribel Zayas

[Witness print/type name]

By [Signature]

Print Name: Annlee Armstrong

Title: President

[Signature]

Patricia Green

[Witness print/type name]

(CORPORATE SEAL)

STATE OF Florida:

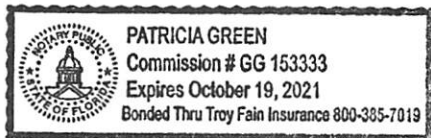
COUNTY OF Broward:

14th The foregoing instrument was acknowledged before me this August, 2019 by Annlee Armstrong as Authorized Representative for, Attorney's Title Partners, Inc. He/She is personally known to me or has produced _____ as identification.

(SEAL)

[Signature]

Notary Public, State of Florida



Name of Notary, Typed, Printed or Stamped

My Commission Expires: _____

Commission Number _____

WITNESSES:

Donna Varisco

Donna Varisco

[Witness type or print name]

Mary J. Matthews

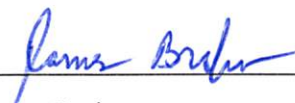
Mary J. Matthews

[Witness type or print name]

CITY OF FORT LAUDERDALE, A MUNICIPAL
CORPORATION OF FLORIDA,

By 
Christopher Lagerbloom,
City Manager

Approved as to form:
Alain E. Boileau, City Attorney


By: James Brako
Assistant City Attorney

STATE OF FLORIDA:


COUNTY OF BROWARD:

August 20 The foregoing instrument was acknowledged before me this
_____, 2019 by Christopher Lagerbloom, City Manager for the City
of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me or has
produced _____ as identification.

(SEAL)



GINARIZZUTI-SMITH
MY COMMISSION # GG 083510
EXPIRES: March 15, 2021
Bonded Thru Budget Notary Services


Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

My Commission Expires: _____

Commission Number _____



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2 (L) (G)
8/20/19

Today's Date: 8/19/2019

DOCUMENT TITLE: Service Agreement for Attorney's Title Partners

COMM. MTG. DATE: 12/19/2017 CAM #: 17-1463 ITEM #: CR-2 CAM attached: ☐ YES ☐ NO

Routing Origin: CAO Router Name/Ext: S.Sierra/Ext. 5598 Action Summary attached: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

CIP FUNDED: ☐ YES ☐ NO

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 8/19/2019

James Brako
Attorney's Name

JB
Initials

2) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/x5013 Date: 8/20/19

3) City Manager's Office: CMO LOG #: Aug. 67 Document received from: CCO

Assigned to: CHRIS LAGERBLOOM ☒ ROBERT HERNANDEZ ☐ RODA MAE KERR ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: R. HERNANDEZ (Initial/Date) R. KERR (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to ☐ Mayor ☒ CCO Date: 8/20/19

4) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Forward _____ originals to CAO for FINAL APPROVAL Date: _____

6) CAO forwards _____ originals to CCO

7) City Clerk: Scan original and forwards _____ originals to: _____ (Name/Dept/Ext)

Attach _____ certified Reso # _____ ☐ YES ☐ NO

Original Route form to CAO/Dept.