

ADDENDUM TO MARKETING AGREEMENT

This Addendum to Marketing Agreement (“Addendum”) is made this ____ day of _____, 2025, by and between the City of Homestead, Florida (“City”) and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“SLWA” or “Vendor”). City and Vendor are sometimes referred to herein as the “Party” or “Parties.”

WHEREAS, City and Vendor desire to amend the Marketing Agreement (the “Agreement”) to add insurance requirements and amend/delete certain provisions.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the Parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree to amend the Agreement as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full.
2. Except as otherwise set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.
3. Section 2(A) Grant of License shall be revised to insert a second sentence to read as follows:

*** Vendor is not authorized to use the City seal. ***
4. Section 2(B)(ii) Data Processing Addendum is hereby deleted.
5. Section 8 Indemnification shall be deleted and replaced to read as follows:

8. **Indemnification.** Vendor hereby agrees to indemnify, defend and hold City and its directors, elected officials, officers, employees, contractors, subcontractors and agents (collectively or individually, “Indemnitee”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys’ fees and court costs (individually or collectively, “Claim”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by Vendor, or any negligent or fraudulent act, intentional misconduct, or omission of Vendor or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies Vendor of any such Claim within a time that does not prejudice the ability of the Vendor to defend against such Claim. Any Indemnitee hereunder may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys’ fees, in connection with such participation. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City’s sovereign immunity as set forth in Section 768.28, Florida Statutes.

6. Section 18 Insurance shall be created to read as follows:

18. **Insurance.** During the performance of the Services under this Agreement, Vendor shall maintain the following insurance policies pursuant to Exhibit “A” of this Addendum, which is appended hereto and incorporated as if set forth herein. The insurance policy coverage as outlined herein shall remain in effect for the entire term of the Agreement. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, Vendor shall notify

the City within thirty (30) business days with written notice of such to the City's Risk Management.

7. Section 19 Statutory Compliance shall be created to read as follows:

19. **Statutory Compliance.**

a. Scrutinized Companies.

1. Vendor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Vendor or its subcontractors are found to have submitted a false certification; or if the Vendor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If this Agreement is for more than one million dollars, the Vendor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Vendor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Vendor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Vendor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

b. E-verify. Vendor shall comply with and be subject to Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement.

c. Entities Of Foreign Countries Of Concern. Section 287.138, Florida Statutes, prohibits the CITY from entering in to a contract which would give access to an individual's personal identifying information to an entity with (a) a controlling interest (as that term is defined in sub-section 287.138(1)(a)), (b) full ownership held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or (c) with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit, signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. The Vendor shall execute the Affidavit regarding Entities of Foreign Countries of Concern, which is included as Attachment 1 hereto. The City reserves the right to terminate this Agreement in the event the Vendor has provided a false certification or otherwise violates Section 287.138, Florida Statutes.

- d. **Noncoercive Conduct For Labor.** The Vendor shall comply with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Vendor execute the Affidavit included as Attachment 2, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.
- e. **Discriminatory Vendor List.** Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, the Vendor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.
- f. **Public Entity Crimes.** Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.
- g. **Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is for services costing \$100,000.00 or more, the Vendor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. The Vendor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed to the CITY before execution of this Agreement, such interests, contracts, grants, or gifts and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.
- h. **Public Records.** Notwithstanding anything else in this Agreement, any action taken by City in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Vendor is acting on behalf of City as stated in Section 119.0701, Florida Statutes, Vendor shall:
1. Keep and maintain public records required by City to perform the Services;
 2. Upon request from City, provide City 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 Applicable Law;
 3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to City; and
 4. Upon expiration of the Term or termination of this Agreement, transfer to City, at no cost, all public records in possession of Vendor or keep and maintain public records required by City to perform the services. If Vendor transfers the records to City, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt. If Vendor keeps and

maintains the public records, Vendor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

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

Custodian of Public Records: ELIZABETH SEWELL, CITY CLERK
Mailing address: 100 CIVIC COURT, HOMESTEAD, FL 33030
Telephone number: 305-224-4442
Email: ESEWELL@CITYOFHOMESTEAD.COM

8. This Addendum shall not otherwise alter or affect the rights or remedies of the Parties and shall be interpreted and enforced as if jointly prepared by the Parties and not construed more strictly against one Party than the other.
9. In the event that a conflict arises between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall control and prevail.
10. This Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

CITY OF HOMESTEAD

**UTILITYSERVICE
PARTNERS PRIVATE LABEL, INC.**

By: _____
Nzeribe (Zerry) Ihekwa, PH. D PE
City Manager

By: _____
Michael Backus, Chief Revenue Officer

Attest: _____
Elizabeth Sewell, MPA, MMC
City Clerk

Approved as to form and legal sufficiency
For the use and reliance of the City of Homestead only

By: _____
City Attorney

**ATTACHMENT 1
REQUIRED FORMS**

AFFIDAVIT REGARDING ENTITIES OF FOREIGN COUNTRIES OF CONCERN

_____ (Name of Entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by _____
_____ (name of _____ person
acknowledging) as _____ (type of authority (e.g. officer, trustee,
attorney in fact) for _____

Notary Public
State of Florida at Large

My Commission Expires:

My Commission Number:

ATTACHMENT 2

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06(13), Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As an officer or other authorized representative of the Vendor authorized to sign on behalf of Vendor, I certify that Vendor does not use coercion for labor or services in accordance with Section 787.06.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
 Name: _____
 Title: _____

STATE OF FLORIDA
 COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2025, by _____ (name of person acknowledging) as _____ (type of authority e.g. officer, trustee, attorney in fact) for _____.

 Notary Public
 State of Florida at Large

My Commission Expires:
 My Commission Number:

EXHIBIT "A"

Throughout the Term of this Agreement, Vendor shall, at its sole expense, maintain the minimum insurance coverages stated in this Exhibit A. Vendor shall maintain insurance coverage against claims relating to any act or omission by Vendor, its agents, representatives, employees, or subcontractors in connection with this Agreement. City reserves the right at any time to review and adjust the limits and types of coverage required under this Exhibit.

Vendor shall ensure that "City of Homestead" is listed and endorsed as an additional insured on all policies required under this Agreement.

On or before the Effective Date or at least fifteen (15) days prior to commencement of services, as may be requested by City, Vendor shall provide City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required. If and to the extent requested by City, Vendor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City's request.

Vendor shall ensure that all insurance coverages required by this Exhibit remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Vendor has been completed, as determined by City. Vendor or its insurer shall provide notice to City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

Vendor shall provide the City of Homestead with a certificate of insurance naming the City of Homestead, its employees, directors, officers, agents, independent contractors, successor or assigns, and other authorized representatives as additional insured, except on the Workers' Compensation/Employer's Liability and Professional Liability policies, as applicable, with the following terms, conditions, limits and other related criteria:

a. **Commercial General Liability:** \$1,000,000 each Occurrence Limit, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate Limit. Commercial General Liability insurance shall include **but shall not be limited to:** bodily injury, property damage, personal injury, contractual liability, completed operations, products liability, and independent contractors' coverage. The Commercial General Liability policy shall be endorsed with the **ISO CG2010 Additional Insured** endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2010) and the **ISO CG 2037 Additional Insured – Completed Operations** endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2037).

b. **Workers' Compensation:** FL Statutory Limits. **Employers Liability Limits:** \$1,000,000 Bodily Injury by Accident per employee; \$1,000,000 Bodily Injury by Disease per employee; \$1,000,000 Bodily Injury by Disease policy limit.

If Vendor's worker's compensation program is part of an employee-leasing or co-employment arrangement where certain Statutory employees may be excluded from coverage, Vendor specifically agrees to indemnify, hold harmless, defend against and pay or reimburse the City for

losses the City or its insurers may be obligated to pay to any natural person who is denied workers compensation benefits or employers liability coverage that arise out of or result from Vendor's employee-leasing or co-employment arrangement.

c. **Commercial Automobile Liability:** \$1,000,000 Combined Single Limit per occurrence for Bodily Injury and Property Damage; Coverage to include Hired and Non Owned Auto Liability.

It is specifically agreed that the City of Homestead shall not be liable to the Vendor for any liability arising out of the performance of this Agreement. Vendor specifically waives any and all rights of recovery it may have against the City of Homestead, independent of any waiver of rights of recovery by any insurer. All insurance policies shall include a Transfer of Rights of Recovery Against Others to Us/Waiver of Subrogation in favor of the City.

Vendor agrees to obtain any endorsement that may be necessary to effect all waivers of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement or policy coverage form from the insurer.

All insurance policies shall be endorsed to provide that (a) Vendor's insurance is **primary and non-contributory** to any other insurance available to the City of Homestead with respect to claims related to this Agreement.

Self-insurance shall not be acceptable. Any policy including a self-insured retention ("SIR") in the primary layer of liability in any amount must be submitted to and approved by the City's Risk Management Department prior to risk approval.

All insurers must have an AM Best financial and size rating of A-VII or better and agree to provide the City with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms. Vendor shall promptly notify the City of Homestead in the event of receipt of such notice from an insurer.

Vendor shall provide a copy of any policy coverage form or policy endorsement evidencing insurance coverage as outlined above at any time upon City request.

RELAXATION OR SUSPENSION OF INSURANCE REQUIREMENTS: City Risk Management may, in its sole discretion, and subject to any conditions it deems appropriate, relax, change, update, alter or temporarily suspend, in whole or in part, any insurance requirement upon written notice to Vendor.

VENDOR'S PROPERTY: Vendor and its subcontractors, if any, are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding, and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the City of Homestead.

DISCLOSURE OF INFORMATION: Vendor agrees that the City may disclose the name and contact information of its insurers to any third party which presents a claim against the City for any damages or claims resulting from or arising out of work performed by the Vendor, its agents, employees, servants or subcontractors in the performance of this contract.