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RESOLUTION NO. 2019- 07

CITY OF POMPANO BEACH Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND 14TH STREET TOWNHOMES ASSOCIATION, INC. REGARDING THE UNDERGROUNDING OF OVERHEAD UTILITIES; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and 14th Street Townhomes Association, Inc. regarding the undergrounding of overhead utilities, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and 14th Street Townhomes Association, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 9th day of October , 2018

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMONDS, CITY CLERK

09.9

REIMBURSEMENT AGREEMENT BETWEEN CITY OF POMPANO BEACH AND

14TH STREET TOWNHOMES ASSOCIATION, INC. REGARDING THE UNDERGROUNDING OF OVERHEAD UTILITIES

THIS AGREEMENT (the "Agreement") made this _____ day of _______, 2018, by and between the CITY OF POMPANO BEACH, a municipal corporation organized under the laws of the State of Florida ("CITY") and the 14TH STREET TOWNHOMES ASSOCIATION, INC., a Florida non profit corporation ("TOWNHOMES").

RECITALS

WHEREAS, TOWNHOMES has asked the CITY to help finance the undergrounding of certain existing overhead public and private utilities, together with appurtenances and appurtenant work as outlined in Exhibit "A," attached hereto and made a part hereof (the "Project");

WHEREAS, the CITY finds that the placement of utilities underground serves a public purpose; and

WHEREAS, the CITY is willing to agree to provide certain funds for the payment of such Project under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties resolve and agree as follows:

SECTION 1. INCORPORATION OF RECITALS

1.1 The recitals set forth above in the "Whereas" clauses are hereby accepted by the parties and incorporated into this Agreement.

SECTION 2. TERM OF AGREEMENT

- 2.1 This Agreement shall become effective upon its execution by all parties.
- 2.2 This Agreement shall continue for a period of two (2) years or until the Undergrounding Project is complete, whichever is shorter.

SECTION 3. TOWNHOMES' OBLIGATIONS

3.1 TOWNHOMES shall manage all aspects of the Project, including design, permitting and construction, clearing, demolition and sidewalk/roadway restoration efforts associated with the undergrounding of utilities.

- 3.2 With regard to the Project, the TOWNHOMES shall have sole responsibility for the Project including obtaining all inspections and easements for the Project.
- 3.3 TOWNHOMES shall advance the funds needed to complete the Project including without limitation design, permitting and construction, demolition and sidewalk/roadway restoration efforts associated with the undergrounding of utilities.
- 3.4 TOWNHOMES shall certify that all invoices and bills submitted to CITY are for the actual costs incurred for the Project and have been paid in full.
- 3.5 TOWNHOMES shall pursue the Project to completion unless unforeseen circumstances impact proceeding with the Project. In such event, TOWNHOMES shall notify CITY and this Agreement shall be terminated.
- 3.6 Throughout the term of this Agreement, TOWNHOMES shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B," attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. TOWNHOMES shall name CITY as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without thirty (30) days' notice to CITY.
- 3.7 TOWNHOMES shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sold negligence of the CITY.
- 3.8 TOWNHOMES shall provide CITY personnel free access during the course of construction as may be needed to determine compliance with requirements of this Agreement. Plans for the proposed installation shall be subject to the final approval of the City Engineer.

SECTION 4. CITY'S OBLIGATIONS

- 4.1 The CITY shall fund forty percent (40%) of the Project costs under this Agreement in an amount not to exceed One Hundred Nine Thousand Dollars (\$109,000.00), which funds shall only be used for the economical design, permitting and construction, clearing, demolition and sidewalk/roadway restoration efforts associated with the undergrounding of utilities.
- 4.2 Upon completion of the Project, including the finalization and acceptance of all permitting and required approvals, TOWNHOMES shall submit to CITY as-builts and final itemized invoices and bills and CITY shall reimburse TOWNHOMES in the amount provided by this Agreement within 90 days of submittal, it being understood that the submitted documents are subject to audit and verification that payment has been made by TOWNHOMES.

SECTION 5. FAILURE TO PERFORM

5.1 Should either party fail to perform any of their respective obligations pursuant to this Agreement, this Agreement may be terminated.

SECTION 6. BOOKS AND RECORDS

- 6.1 TOWNHOMES shall maintain books, records and documents in accordance with accounting procedures and practices, which sufficiently and properly reflect any and all expenditures of funds under this Agreement.
- 6.2 TOWNHOMES retain all records related to this Agreement and any Improvements funded hereunder in proper order for at least five (5) years following expiration of this Agreement in accordance with Florida Public Records Act, Chapter 119, Florida Statutes. CITY shall have access to such records, for the purposes of inspection and audit, during this five (5) year period.
- 6.3 Section 6.2 shall survive the expiration or termination of this Agreement.

SECTION 7. GENERAL PROVISIONS

- 7.1 Assignment. This Agreement may not be assigned or transferred.
- 7.2 Notices. Any notices required by this Agreement shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, or alternatively, may be sent by U.S. certified mail, return receipt requested. Notices shall be provided to the following:

As to the CITY: With a copy to:

City of Pompano Beach City of Pompano Beach Attorney's Office

100 W. Atlantic Boulevard
Pompano Beach, FL 33060
Attention: City Manager

100 W. Atlantic Boulevard
Pompano Beach, FL 33060
Attention: City Attorney

As to TOWNHOMES:

14th Street Townhomes Association, Inc.

2501 NE 14th Street, No. 308 Pompano Beach, FL 33062

Attention: Nick Damasceno, President

- 7.3 The effective date of any notice shall be the date of delivery of the notice if by personal delivery (provided a receipt is obtained), courier service (provided a receipt is obtained) or prepaid overnight delivery service; or, if mailed, upon the date which the return receipt is signed or delivery is refused, or the notice is designated by the postal authorities as non-deliverable, as the case may be.
- 7.4 Liability. CITY shall not be deemed to assume any liability for the negligent or wrongful acts or omissions of TOWNHOMES or another party. Nothing contained herein shall be construed as a waiver by a party of the liability limits established in Section 768.28 of the

- Florida Statutes. Liability for injury to personnel and the loss or damage of equipment shall be borne by TOWNHOMES employing such personnel and owning such equipment.
- 7.5 Non-Discrimination. TOWNHOMES agrees no person shall on the grounds of race, color, religion, sex, gender identity or expressions, national origin, age, disability, familial status, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.
- 7.6 Individual Members Not Liable. No covenants, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the CITY in its, his, her, or their individual capacity, and neither the members of the governing body of the CITY, nor any official executing this Agreement, shall be liable personally, or shall be subject to any accountability, by reason of the execution of this Agreement or any act pertaining hereto.
- 7.7 No General Obligation. Nothing contained in this Agreement shall constitute or create a lien or be construed or deemed to constitute or create a lien, either legal or equitable, on any of the CITY's revenues or funds. No person shall ever have the right to compel any exercise of the ad valorem taxing power of the CITY to make the payments herein provided against any property of the CITY, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the CITY, except as expressly herein provided.
- 7.8 Litigation; Venue; Waiver of Jury. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law. The parties submit to the jurisdiction of Florida courts. The parties agree that proper venue for any suit concerning this Agreement shall be Broward County, Florida. In any litigation arising under this Agreement, each party shall bear its own costs and attorney fees. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- 7.9 Waiver. It is hereby agreed to by the parties that no waiver of breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any covenant.
- 7.10 Entire Agreement. This Agreement expresses the entire agreement of the parties, and no party shall be bound by any promises or representations, verbal or written, made prior to the date hereof which are not incorporated herein.
- 7.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but together such counterparts shall constitute only one instrument.

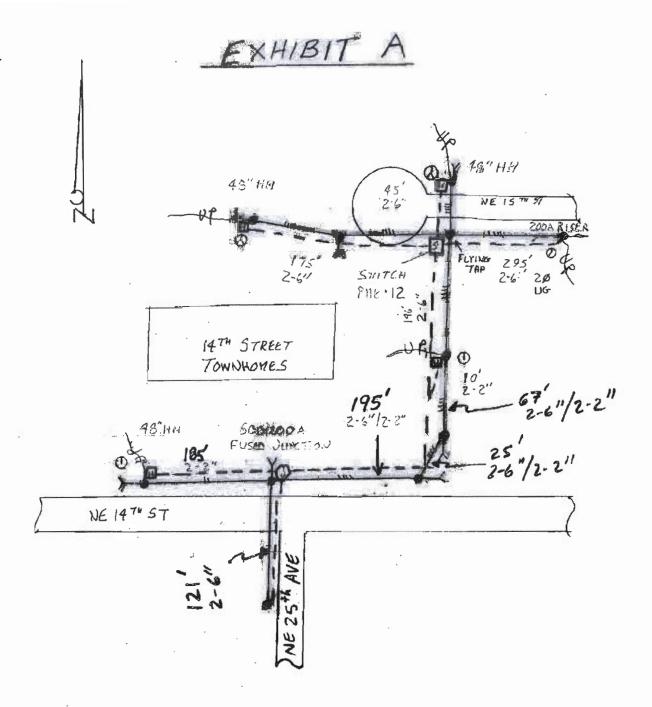
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

"CITY":

Witnesses:	CITY OF POMPANO BEACH								
Betty J. Mones Shelly R. Bartholomeev	By:LAMAR FISHER, MAYOR								
Shelley R. Bartholomew	By: GREGORY P. MARRISON, CITY MANAGER								
Attest:	\mathcal{O}								
ASCELETA HAMMOND, CITY CLERK	(SEAL)								
Approved by:									
MARK E. BERMAN CITY ATTORNEY									
STATE OF FLORIDA COUNTY OF BROWARD									
The foregoing instrument was acknowledged before me this day of ,2018, by LAMAR FISHER as Mayor, GREGORY P. HARRISON as City Manager, and ASCLETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.									
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA								
	Jennette Forrester Williams								
WHILE TENNETT LIDE	(Name of Acknowledger Typed, Printed or Stamped)								
Notary Public - State of Florida Commission # FF 9938£1 My Comm. Expires May 18, 2020 Bonded through National NotaryAssn.	Commission Number								

Signed, Sealed and Witnessed In the Presence of: Print Name: MS Long Columns Print Name: MS Long Colu	By: Nick Damasceno, President								
Print Name: Mass Mexent.									
STATE OF FLORIDA COUNTY OF BROWARD The foregoing instrument was acknowledged before me this//_ day of									
NOTARY'S SEAL: CHRISTIANA FELIX NOTARY PUBLIC STATE OF FLORIDA Comm# FF154448 Expires 9/30/2018	NOTARY PUBLIC, STATE OF FLORIDA (Name of Acknowledger Typed, Printed or Stamped) FF 154448 Commission Number								

Commission Number



REMOVE OF

CITY OF PONDANO BERCH 14T. ST. TOWNHOMES DET 3-31-14



14THSTR-02

CZOLLO

DATE (MM/DD/YYYY) 09/17/2018

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

_	this certificate does not confer rights to	the	cert	ificate holder in lieu of su	ich end						
PRODUCER Hub International Florida 10368 W. State Road 84, Suite 201				CONTACT NAME: PHONE (OF A) COS							
				PHONE (A/C, No, Ext): (954) 925-2590 FAX (A/C, No): (954) 925-7004 E-MAIL ADDRESS:							
Da	vie, FL 33324				ADDRE						
					INSURER(S) AFFORDING COVERAGE						NAIC#
The state of the s					INSURER A : James River Insurance Company					12203	
INSURED										12968	
	14th Street Townhomes Ass	ociat	ion,	Inc.	INSURER C: Travelers Property Casualty Insurance Company 36161						
2501 NE 14th Street, #308					INSURER D:						
	Pompano Beach, FL 33062				INSURER E:						
					INSURER F:						
				E NUMBER:				REVISION NU			
	THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUI PER	REMI TAIN.	ENT, TERM OR CONDITIO THE INSURANCE AFFOR	N OF A	ANY CONTRAI Y THE POLIC	CT OR OTHER IES DESCRIB	R DOCUMENT W SED HEREIN IS S	ITH RESPE	CT TO	WHICH THIS
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								E.L. DISEASE - EA	EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - PO	DLICY LIMIT	\$	
В	Commercial Property			AMC-34825-00			02/17/2019	1	177		5,190,169
C Crime			105535712		01/09/2018	01/09/2019	9 Employee Dishonesty			150,000	
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C	ERTIFICATE HOLDER				CAN	CELLATION					
City of Pompano Beach 100 W. Atlantic Blvd					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
Pompano Beach, FL 33060					AUTHORIZED REPRESENTATIVE HILL						