

**AGREEMENT BETWEEN
CITY OF POMPANO BEACH
AND
REBUILDING TOGETHER BROWARD COUNTY, INC.
&
KAPPA FOUNDATION OF POMPANO BEACH, INCORPORATED**

This Agreement made and entered into this _____ day of _____, 2018, by and between CITY OF POMPANO BEACH ("CITY"), a municipal corporation of the State of Florida, with offices at 100 W. Atlantic Boulevard, Pompano Beach, Florida 33060 and REBUILDING TOGETHER BROWARD COUNTY, INC. ("RTBC") whose mailing address is at 4836 NE 12th Avenue, Oakland Park, Florida 33334 and KAPPA FOUNDATION OF POMPANO BEACH, INCORPORATED ("KAPPA") whose mailing address is 1421 NW 3rd Way, Pompano Beach, Florida 33066, both Florida Not For Profit Corporations.

Recitals

WHEREAS, the parties desire to provide urgent home repairs and important home improvements in a low income community within the City of Pompano Beach; and

WHEREAS, CITY wishes partner with RTBC and KAPPA and host National Rebuilding Day in Pompano Beach to be held on April 28, 2018 (the "Project"), with the goal of leveraging respective resources to provide meaningful home improvements that are significant, immediate and long lasting at no cost to the selected homeowners; and

WHEREAS, CITY has designated the Community Redevelopment Agency ("CRA") as the Contract Administrator; and

WHEREAS, CITY has designated the Community Redevelopment Agency ("CRA") to serve as the city liaison to RBTC and KAPPA for this event as project coordinator; and

WHEREAS, CITY, RTBC and KAPPA wish to establish the obligations and responsibilities of each party with regard to the Project, now, therefore,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CITY, RTBC and KAPPA agree as set forth below:

**ARTICLE 1
RECITATIONS**

The foregoing "WHEREAS" clauses are hereby adopted and incorporated as part of this Agreement.

ARTICLE 2 CITY RESPONSIBILITIES

2.1 CITY agrees to donate \$30,000 and the CRA agrees to donate \$20,000 to RTBC and KAPPA for this annual project, plus in-kind services including but not limited to police services and garbage pickup, including bulk, for the purpose of providing home repairs in the low income community within the CITY limits as agreed upon by CITY, RTBC and KAPPA, including final inspections by CITY of the qualified, completed home repairs, assistance with obtaining permits for the home repairs and payment of any permit and inspection fees related to the home repairs.

2.2 The City agrees to use the CRA Funds solely on CRA eligible services (the Eligible Services). The Eligible Services include the following, provided the location of such services abuts a public street: landscaping; irrigation; sidewalks and driveways; fascia boards; painting housing exteriors.

2.2 CITY shall perform the above Services through the Building Department, or any other division, department or office as may be designated by the City Liaison.

2.3 CITY will approve the donation of \$30,000 and the CRA will approve the donation of \$20,000 to RTBC and KAPPA with two equal payments. First increment of the donation of \$25,000 will be made upon signing of this agreement and the second donation of \$25,000 will be made within two (2) weeks following the date of the last open permit receiving final inspection approval.

2.4 CITY will secure a central location within the selected neighborhood, at no cost to RTBC and KAPPA, which is to be utilized as a staging area for the Project event on April 28, 2018, and will be used as the event day headquarters. The location will be used for general set-up and staging, media, mobilization, volunteer coordination and breakfast/lunch distribution.

2.5 CITY agrees to work with RTBC and KAPPA and secure a form of income verification on the selected homeowners, via a current payroll check stub, W-2, SS/SSI statement or last two year's IRS income tax filings. The selected homeowners will be individuals with low-incomes that are adjusted for family size for households within Broward County. This information will remain confidential and be used for the sole purpose of homeowner selection.

ARTICLE 3 RESPONSIBILITIES

3.1 RTBC and KAPPA shall provide the list of all homeowners receiving assistance from the National Rebuilding Day to the designated CITY project liaison.

3.2 RTBC and KAPPA agrees to confirm the selected homeowner applicant's names with the name and property address from the Broward County Property Appraiser's Office or obtain a copy of the warranty deed for the address.

3.3 RTBC and KAPPA agrees to coordinate with the City's Development Services Department for any required permit applications, permits issued and inspections performed.

3.4 RTBC and KAPPA agrees that all work being done and needing permits will be done so by contractors licensed in Broward County or the State of Florida and/or have a valid certificate of competency from a local governmental authority.

3.5 RTBC and KAPPA warrants that all work to be performed by it for the selected homeowners will be completed and performed in a workman like fashion.

ARTICLE 4 TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the CITY, RTBC and KAPPA and will end upon submission of the second and final payment from CITY to RTBC and KAPPA as provided in Section 2.3 herein, but in no event shall this Agreement extend beyond one (1) year, and CITY shall not be obligated to make any additional payment beyond such time period.

ARTICLE 5 INDEMNIFICATION AND GOVERNMENTAL IMMUNITY

5.1 RTBC and KAPPA agrees to defend, hold harmless and indemnify CITY, its agents, servants and employees against and from any liability, suits, actions, claims demands, damages, lawsuits, expenses and/or costs, including attorney's fees or costs, to the extent caused by negligence, recklessness or intentionally wrongful misconduct of contractors or persons utilized by contractors in the performance of this Agreement, and from any and all claims against the CITY as a result of the performance of this Agreement.

5.2 CITY is a political subdivision of the State of Florida as defined in Florida Statutes. CITY agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6 INSURANCE

RTBC and KAPPA will provide CITY with a copy of its Liability Insurance, naming CITY as an additional insured with such limits as required by the CITY, and attached hereto as Exhibit "A" and incorporated herein.

ARTICLE 7 NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

FOR CITY:

Gregory P. Harrison, City Manager
City of Pompano Beach
100 W. Atlantic Blvd., Ste. 430
Pompano Beach, FL 33060

FOR KAPPA FOUNDATION:

Willie J. Brown, President
1421 NW 3rd Way
Pompano Beach, FL 33066

FOR REBUILDING TOGETHER:

Robin S. Martin, Jr., Executive Director
Rebuilding Together Broward County, Inc.
4836 NE 12th Avenue
Oakland Park, FL 33334

With a copy to:

Mark E. Berman, City Attorney
City of Pompano Beach
100 W. Atlantic Blvd., Ste. 467
Pompano Beach, FL 33060

**ARTICLE 8
MISCELLANEOUS PROVISIONS**

8.1 **ASSIGNMENT:** CITY shall perform the selected Services provided for in this Agreement exclusively and solely for RTBC and KAPPA which are a party to this Agreement. Neither party shall have the right to assign this Agreement.

8.2 **WAIVER:** The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

8.3 **SEVERABILITY:** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

8.4 **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.5 MODIFICATION: It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.6 CHOICE OF LAW; WAIVER OF JURY TRIAL: This contract shall be governed under the laws of the State of Florida. Venue for any litigation arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be determined by a court of competent jurisdiction in the Seventeenth Judicial Circuit of Broward County, Florida.

8.7 DRAFTING: This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

8.8 THIRD PARTIES: The parties expressly acknowledge that it is not their intent to create any rights or obligations to any third person or entity under this Agreement and as such, agree that there are no third party beneficiaries to this Agreement.

ARTICLE 9 PUBLIC RECORDS.

9.1 The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

9.1.1 Keep and maintain public records required by the City in order to perform the service.

9.1.2 Upon request from the City's custodian of public records, provide the City with a copy of 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 in Chapter 119, Florida Statutes or as otherwise provided by law.

9.1.3 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City.

9.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

9.2 Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

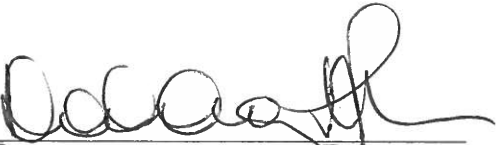
Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

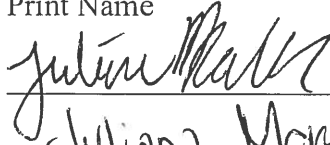
Commission Number
"KAPPA":

Witnesses:

**KAPPA FOUNDATION OF POMPANO BEACH,
INCORPORATED**, a Florida Not For Profit Corp.


Dahlia Baker


Print Name


Juliana Morello

Print Name

By: 
Michael Rhett, Director

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 14th day of March, 2018 by **Michael Rhett** as Director of Kappa Foundation of Pompano Beach, Incorporated, a Florida Not For Profit Corporation, who is personally known to me or has produced  as identification.

NOTARY'S SEAL:




NOTARY PUBLIC, STATE OF FLORIDA

Marsha Carmichael
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number