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 ______, 2017, 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 4824 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 29, 2017 (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 \$50,000 to RTBC and KAPPA for this annual project, plus inkind 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 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 \$50,000 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 29, 2017, 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

With a copy to:

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

FOR REBUILDING TOGETHER:

Robin S. Martin, Jr., Executive Director Rebuilding Together Broward County, Inc. 4824 NE 12th Avenue Oakland Park, FL 33334

FOR KAPPA FOUNDATION:

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

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 <u>RecordsCustodian@copbfl.com</u>

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

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ______ day of ______, 2017 by LAMAR FISHER as Mayor, GREGORY P. HARRISON as City Manager and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"RTBC":

By:

REBUILDING TOGETHER BROWARD COUNTY, INC., a Florida Not For Profit Corporation

Robin S. Martin, Jr., Executive Director

Witnesses:

Print Name

Print Name

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this day of April ..., 2017 by ROBIN S. MARTIN, JR., as Executive Director of Rebuilding Together Broward County, Inc., a Florida Not For Profit Corporation, who is personally known to me or has produced Drivers 1 (ence as identification. M(255 7377706/20

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

FF 245189

Commission Number

<u>"KAPPA":</u>

Witnesses:

Sheree

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

RO By: ___ Blaine

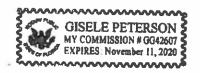
Print Name: <u>Falie</u> Title: Director

Print Name

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this $\frac{47^{\prime\prime}}{1000}$ day of <u>April</u>, 2017 by <u>Ealie Blaine</u> 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 **OF FLORIDA**

Gisele Peterson

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

MEB:jrm 3/31/17 L:agr/budget/2017-527

EXHIBIT "A"

(Insurance Requirement)

/	
AC	ORD
70	UND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/5/2017

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 certificate holder in lieu of such endorsement(s).									
PRODUCER				Contact Crystal Williams					
Arthur J. Gallagher & Co. Insurance Brokers of CA.				PHONE (A/C, No, Ext): 415-546-9300 FAX (A/C, No): 415-536-8499					
1255 Battery Street #450 San Francisco CA 94111				E-MAIL ADDRESS: crystal_williams@ajg.com					
				INSURER(S) AFFORDING COVERAGE NAIC #					
				INSURER A : AIG Specialty Insurance Company 26883					
INSURED REBUTOG-09				INSURER B : Philadelphia Indemnity Insurance Co				18058	
Rebuilding Together, Inc. and Its' Affiliates 1899 L. Street, N.W., Suite 1000			INSURER C :						
	gton DC 20036			INSURER D :					
				INSURER E :					
	4.050 050		TE NUMBER 1926161010	INSURER F :					
	AGES CER S TO CERTIFY THAT THE POLICIES		TE NUMBER: 1826161919		TO THE INSUR	REVISION NUMBER:			
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INSR LTR	TYPE OF INSURANCE	ADDL SUI	BR /D POLICY NUMBER	POLICY EI (MM/DD/YY	F POLICY EXP (Y) (MM/DD/YYYY)	LIMIT	s		
	COMMERCIAL GENERAL LIABILITY	Y	PHPK1623763	3/15/2017	3/15/2018	EACH OCCURRENCE	\$1,000	,000	
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,0	00	
						MED EXP (Any one person)	\$5,000		
						PERSONAL & ADV INJURY	\$1,000	,000	
						GENERAL AGGREGATE	\$2,000,000		
	POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG \$2,0		,000	
	OTHER: OMOBILE LIABILITY			3/15/2017	3/15/2018	COMBINED SINGLE LIMIT	\$		
			PHPK1623763	3/13/2017	3/13/2018	(Ea accident) BODILY INJURY (Per person)	\$1,000,		
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$		
x	AUTOS ONLY AUTOS HIRED X NON-OWNED AUTOS ONLY X AUTOS ONLY					PROPERTY DAMAGE	\$		
	AUTOS UNET					(Per accident)	\$		
вх	UMBRELLA LIAB X OCCUR		PHUB576028	3/15/2017	3/15/2018	EACH OCCURRENCE	\$10,00	0.000	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$10,00		
	DED X RETENTION \$10,000						\$		
WORKERS COMPENSATION						PER OTH- STATUTE ER			
		N/A				E.L. EACH ACCIDENT	\$		
(Mane	CER/MEMBER EXCLUDED?					E.L. DISEASE - EA EMPLOYEE	\$		
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$		
A Cont	ractors Pollution Liability		CPL17663214	3/15/2017	3/15/2018	Occ / Agg / Ded	\$1M / \$	1M / \$25k	
DECODIO		F0 (105				 :			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is included as Additional Insured as required by written contract and per attached CG20260704. Waiver of is included as Additional Insured as required by written contract and per attached CG24040509. RE: Rebuilding Together Broward, Inc. National Rebuilding Day 2017									
CERTIF	ICATE HOLDER			CANCELLATIO	DN				
City of Pompano Beach Attn: Christine Kendel 100 West Atlantic Blvd. Pompano Beach FL 33060				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
		AUTHORIZED REPRESENTATIVE							
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

As required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- **1.** Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2017

CER BEL	S CERTIFICATE IS ISSUED AS A M RTIFICATE DOES NOT AFFIRMATIV .OW. THIS CERTIFICATE OF INSUI PRESENTATIVE OR PRODUCER, A	ELY OR N	EGATIVELY AMEND, EX DES NOT CONSTITUTE	TEND OR ALTER T	HE COVERA	GE AFFORDED BY THE	POL	CIES	
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	ificate holder in lieu of such endors	sement(s)							
PRODUC					i Simmerm				
	les Murphy	-		PHONE (A/C, No, Ext): 800.736.4327 FAX (A/C, No): 800.328.0522					
	7 Pacific Street, Ste 20	0		E-MAIL ADDRESS: tsimmerman@holmesmurphy.com					
Omah	Omaha, NE 68114			INSURER(S) AFFORDING COVERAGE					
INSURE	INSURED Kappa Alpha Psi Fraternity, Inc.				INSURER A: Admiral Insurance Company				
	2322-24 North Broad Str	reet		INSURER C :					
	Philadelphia, PA 19132			INSURER D :					
				INSURER E :					
				INSURER F :					
COVE	RAGES CER	TIFICATE	NUMBER: 17-18 AIS	SE Cert		REVISION NUMBER:			
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			CA0000148	70-0804/01/2017	04/01/2010	DAMAGE TO RENTED	\$	1,000,000	
	CLAIMS-MADE X OCCUR					PREMISES (Ea occurrence)	\$	Excluded	
AX		x				MED EXP (Any one person)	\$		
	per claim	^				PERSONAL & ADV INJURY	\$	1,000,000	
						GENERAL AGGREGATE	\$	2,000,000	
G						PRODUCTS - COMP/OP AGG	\$	2,000,000	
	POLICY PRO- JECT LOC					COMBINED SINGLE LIMIT	\$		
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	ANY AUTO ALL OWNED SCHEDULED					BODILY INJURY (Per person)	\$		
	AUTOS AUTOS					BODILY INJURY (Per accident)			
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	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$		
	DED RETENTION \$						\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- TORY LIMITS ER			
						E.L. EACH ACCIDENT	\$		
(N	IFFICER/MEMBER EXCLUDED?	N / A				E.L. DISEASE - EA EMPLOYEE	\$		
lf D	yes, describe under ESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$		
\$250,	PTION OF OPERATIONS/LOCATIONS/VEHICI 000 occurrence/\$500,000 Certificate holder has be	Sublimi	t for Hazing, Abu	se, Molestatio	on Claims		CY		
	is for the Pompano Beach						су.		
CERT	IFICATE HOLDER			CANCELLATION					
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				E	
City of Pompano Beach 100 W Atlantic Blvd				AUTHORIZED REPRESENTATIVE					
Pompano Beach, FL 33060 Edward (Ned) Kirl © 1988-2						QUINET CORD CORPORATION.	All ri	ahts reserved.	

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