



AGREEMENT BETWEEN BROWARD COUNTY AND REBUILDING TOGETHER BROWARD COUNTY, INC.

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Rebuilding Together Broward County, Inc., a Florida nonprofit corporation ("RTBC") (collectively referred to as the "Parties").

WHEREAS, RTBC is a nonprofit corporation dedicated to ensuring safe and healthy homes while improving existing low-income housing; and

WHEREAS, RTBC is seeking support from County to further its mission, and County desires to support RTBC in its efforts, as described herein; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

1. Amount of Funding. County will provide Ten Thousand Dollars (\$10,000) ("Project Funds") to RTBC upon the terms and conditions set forth herein. The Project Funds come from County's Redevelopment Capital Program ("RCP") and will be provided to RTBC as described in Section 6.

2. Purpose. All Project Funds shall be utilized by RTBC for its Safe and Healthy Home Program, to provide a Minor Home Repairs Pilot Program in the Broward Municipal Services District ("BMSD") and a Day of Service Block Rebuild, scheduled to occur over the January 2018 Martin Luther King, Jr., holiday weekend in the BSMD, as more specifically described in Exhibit "A," Scope of Services," and referred to herein as the "Project."

3. Use of Project Funds. The Parties acknowledge that RTBC shall have sole and complete control over the manner in which the Project Funds are utilized by RTBC for the Project, provided that such use is in accordance with the purpose stated herein.

4. No Ongoing Funding Obligation. Nothing in this Agreement shall be interpreted to create an ongoing funding obligation on the part of County beyond the amount set forth herein.

5. Effective Date. This Agreement shall be effective upon the date of complete execution by the Parties ("Effective Date").

6. Method of Payment. County shall pay RTBC a lump-sum payment in the specified amount within thirty (30) calendar days after the Effective Date. Payment shall be by check made payable to RTBC at the following address:

Rebuilding Together Broward County, Inc.
Attention: Mr. Robin Martin, Executive Director
4836 NE 12th Ave.
Oakland Park, Florida 33334

7. Public Records Law. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119, Florida Statutes, and RTBC understands that County may be required to produce to persons and entities not a party to this Agreement copies of this Agreement as well as any other documentation related to County's funding to RTBC.

8. Indemnification. RTBC shall be fully liable for the actions of its current and former officers, employees, subcontractors, and other agents for any work performed using the Project Funds. RTBC shall at all times hereafter indemnify, hold harmless, and defend County and all of County's current and former officers, employees, and other agents (collectively, "Indemnified Party") from and against any and all lawsuits, causes of action, demands, claims, losses, fines, penalties, damages, judgments, liabilities, and expenditures of any kind, including attorneys' fees, litigation expenses, and court costs (collectively, "Claim"), raised or asserted by any person or entity that is not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of RTBC or any current or former officer, employee, subcontractor or other agent of RTBC, arising from, relating to, or in connection with any performance under this Agreement. The obligations of this section shall survive the expiration or earlier termination of this Agreement. In the event any Claim is brought against an Indemnified Party, RTBC shall, upon written notice from County, defend each Indemnified Party against each such Claim through counsel satisfactory to County.

9. Termination. If, at any time prior to completion of payment by County, County learns that RTBC is utilizing or intends to utilize any Project Funds in a manner contrary to the stated purpose, County may terminate this Agreement immediately by providing written notice to RTBC. If, following payment of the Project Funds, County determines that RTBC is utilizing or has utilized the Project Funds in a manner contrary to the stated purpose, County shall be entitled to reimbursement of all Project Funds paid to date within thirty (30) calendar days after written demand. If RTBC suspends the program(s) funded through the Project Funds provided herein, RTBC shall have the option to terminate this Agreement immediately by providing written notice to County and shall return to County within thirty (30) days any Project Funds that have not been expended or documented and committed by RTBC for the Project up to the date of termination. For purposes of this Agreement, documented and committed Project expenses means any verifiable committed expense including, but not limited to, a Purchase Order for payment of materials and supplies executed by RTBC for any Project activities under this Agreement. However, RTBC shall not encumber any Project Funds under this Agreement after either party provides written notice of termination to the other party. The County Administrator is authorized to terminate this Agreement for County.

10. Audit Right and Retention of Records. County shall have the right to audit the books, records, and accounts of RTBC and of any of its subcontractors that are paid with Project Funds. RTBC shall ensure that all such books, records, and accounts are available to be audited and shall make all of such books, records, and accounts available to County, at no cost to County, upon demand therefor. This obligation shall continue for three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County).

11. Reporting. RTBC shall submit to County, a quarterly report stating the amount of the Project Funds utilized and stating with reasonable specificity the actual use of such funds. The quarterly reports shall include a description of services performed, including property addresses or blocks (if applicable), and invoices and other documentation supporting the expenditure of the Project Funds. The quarterly report shall be furnished to County at the address provided for Notices in Section 14.

12. Third Party Beneficiaries. Neither RTBC nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13. Notices. Any notice shall be sent by email as follows:

To County:

Attn: Suzanne Fejes, Acting Director, Housing Finance and Community
Redevelopment Division
Email address: sfejes@broward.org

To RTBC:

Attn: Mr. Robin Martin, Executive Director
Email address: robin@rebuildintgetherbroward.org

14. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, RTBC PARTY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS**

AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

15. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against either party.

16. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

17. Nondiscrimination. RTBC shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

18. Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

19. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on _____, 2017 and REBUILDING BROWARD COUNTY, INC., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County Commissioners

By: _____
_____ day of _____, 2017

Insurance requirements waived by Broward County Risk Management Division:

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: C Pounall

Name: Colleen Pounall

Title: Risk Analyst

By: Patrice M. Eichen 11/20/17
Patrice M. Eichen (Date)
Assistant County Attorney

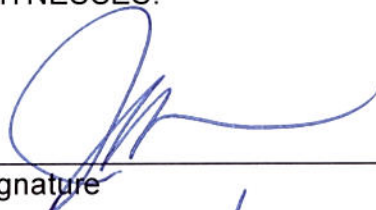
By: Sharon V. Thorsen 11/20/17
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

PME:dp
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BROWARD COUNTY, INC.

RTBC

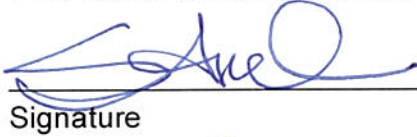
WITNESSES:



Signature

Jason Mann

Print Name of Witness above



Signature

Stephanie Arnel

Print Name of Witness above

REBUILDING TOGETHER BROWARD
COUNTY, INC.

By: 

Authorized Signor

Robin Madhi, Ex. Director

Print Name and Title

20 day of Nov, 2017

EXHIBIT "A"

SCOPE OF SERVICES

	Project	RTBC	Time Period
A.	Minor Home Repairs Pilot Program	20 BMSD homeowners	1/1/18 to 12/31/18
B.	MLK Day of Service Block Rebuild	Designated BMSD block(s)	2018 MLK Holiday Weekend

PROJECT DESCRIPTION

- A. Minor Home Repairs Pilot Program (Program): The Program is based on 25-point Health and Safety Assessment performed by RTBC, to provide minor home improvements and safety upgrades at a minimum of \$1,500/home for an estimated 20 low income, elderly, veteran, and disabled homeowners residing within the BMSD. Such improvements and safety upgrades may include completing deferred maintenance home repairs, energy efficiency upgrades, or accessibility modifications, at no cost to the homeowners.
- B. MLK Day of Service Block Rebuild: RTBC shall coordinate volunteers and sponsors for a MLK Day of Service during the 2018 Martin Luther King, Jr., holiday weekend. Volunteers will perform services under the Minor Home Repairs Pilot Program, or to the general community for enhancements including, but not limited to, landscaping installation, vacant lot clearing, and general beautification activities within the BMSD.