

**2024-2025 HOME INVESTMENT PARTNERSHIPS  
PROGRAM DISBURSEMENT CONTRACT**

**BETWEEN BREVARD COUNTY AND THE CITY OF PALM BAY**

**THIS CONTRACT** entered into this \_\_\_\_ day of \_\_\_\_ with an effective date of October 1, 2024 by and between Brevard County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as "County," and the City of Palm Bay, a municipality, hereinafter referred to as "City."

**WHEREAS**, the National Affordable Housing Act of 1990, as amended from time to time, authorized the HOME Investment Partnerships Program (hereinafter referred to as "HOME Program") to provide financial assistance through the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") to local governments for the production of affordable housing; and

**WHEREAS**, Brevard County, the City of Palm Bay, the City of Melbourne, the City of Cocoa, and the City of Titusville, have entered into an agreement to form a Consortium to obtain funding through the HOME Program to provide affordable housing and subsequent monitoring for its residents; and

**WHEREAS**, the County, recognized by HUD as the Lead Entity of the Brevard County HOME Consortium, desires to establish a mechanism for the successful implementation of the HOME Program; and

**WHEREAS**, the City has requested funds from the Consortium for the benefit of the very low- and low-income citizens of Palm Bay; and

**WHEREAS**, this Contract is authorized pursuant to the provisions of Section 163.01, Florida Statutes, and other applicable law, which authorized the exercise by agreement to two or more public agencies of any power common to them.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the County and City mutually agree as follows:

**SECTION I. DEFINITIONS:**

- A. "Approved Activities" means HUD approved activities as stated in the Brevard County HOME Consortium Consolidated Plan and Annual Action Plan.
- B. "Consortium" means the Brevard County HOME Consortium.
- C. "Consortium Approval" means the written approval of the HOME Consortium members.
- D. "City" means the City of Palm Bay.

- E. "County" means the Board of County Commissioners of Brevard County, Florida, c/o Housing and Human Services Department.
- F. "HUD" means the United States Department of Housing and Urban Development.
- G. "HOME Administrator" means the Brevard County Housing and Human Services Department Director or his/her designee.
- H. "HOME Program" means the United States Department of Housing and Urban Development's HOME Investment Partnerships Program.
- I. "HOME Regulations" means 24 CFR Part 91 and 92 and supplemental, additional or successor provisions.
- J. "Lead Entity" refers to the Board of County Commissioners of Brevard County, as required under 24 CFR Part 92.101(a)(ii).
- K. "Program Income" means the gross income received by the participating jurisdiction, sub-recipient, or Community Housing Development Organization, which is directly generated from the use of HOME Program funds and matching contributions.
- L. "Recaptured Funds" means HOME Program funds which are recouped by the participating jurisdiction, sub-recipient, or Community Housing Development Organization when HOME Program assisted housing does not comply with the affordability period required by 24 CFR 92.254(a)(4). The amount of recapture is determined in accordance with 24 CFR 92.254(a)(5)(ii). Any funds recouped in excess of the amount mandated by HOME Program regulations will constitute Program Income.
- M. "Very Low and Low Income" means the definitions set by HUD for the HOME Program in 24 CFR Part 92.2.

**SECTION II. PURPOSE:** The purpose of this Contract is to state the covenants and conditions under which the County shall reimburse the City for eligible activities utilizing HOME Program funds for fiscal year 2024-2025 and any carry-forward funds from previous fiscal years.

**SECTION III. SCOPE OF SERVICES:** The City shall carry out or cause to be carried out the following approved activities: Community Housing Development Organization, Purchase Assistance, Homeownership New Construction, Rental Acquisition and Rehabilitation and Program Administration as described in the Annual Action Plan, as may be amended, which is incorporated herein by this reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of the City. The City shall be responsible for all required HOME Program matching contributions, as outlined under 24 CFR Part 92.218, for approved activities carried out by the City. The City shall be responsible for administering a minimum 15% of this year's allotment, to be utilized by a Community Housing Development Organization, as outlined under 24 CFR 92 Subpart G.

**HOME Disbursement Contract 2024-2025  
between Brevard County and City of Palm Bay**

**SECTION IV. TERM OF CONTRACT:** This Contract shall commence on October 1, 2024 and terminate on September 30, 2025, or on the date on which final completion of all projects funded through this Contract is established, whichever comes first. Notwithstanding the foregoing, all terms and conditions contained in Sections V. through XXV. of this Contract shall survive the termination of this Contract and shall remain in full force and effect throughout any required affordability period as defined in the funded projects.

**SECTION V. USE OF FUNDS:** The County shall reimburse the City an amount not to exceed \$1,719,732.44 (\$221,394.24 current year's allocation, and \$1,498,338.20 carry forward funds). Any program income received throughout the year will be utilized in accordance with Section VI. Program Income. The parties recognize and agree that the funds shall be used for eligible expenses incurred while carrying out eligible HOME Program activities as outlined in Exhibit B. The schedule for committing and expending funds under this Contract are outlined in Exhibit C and D, respectively. Funds have up to two years to be encumbered and four years to be expended, except Community Housing Development Organization funds which have five years to be expended. The City shall encumber the funds, within two years, no later than September 30, 2027. Unless otherwise authorized by the Consortium, funds which remain unencumbered shall be subject to Section XIV.

**SECTION VI. PROGRAM INCOME:**

A. All Program Income and recaptured funds generated by Approved Activities shall be retained, tracked and utilized for additional eligible activities by the City.

B. Program Income must be deposited internally within five business days. Program Income must be receipted in Integrated Disbursement and Information System within 30 days. Any available Program Income must be utilized prior to expending Entitlement Funds. A Program Income log must be submitted to the County on a quarterly basis (Exhibit G).

C. The County reserves the right to recapture and utilize Program Income funds, as defined in Section XIV, from member jurisdictions for non-performance or non-compliance. The funds will be used for other projects within the Consortium.

D. If the City is no longer a participant in the Brevard County HOME Consortium when the Program Income or Recaptured Funds are received, the proceeds shall be deposited in the Brevard County HOME Consortium Trust Fund and distributed proportionally among the remaining members of the Consortium; or in accordance with HOME Program regulations in place at that time.

**SECTION VII. UNIFORM ADMINISTRATION REQUIREMENTS:** The City shall comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.

**SECTION VIII. COMPLIANCE RULES, REGULATIONS AND LAWS:** During the performance of this Contract, the City and County agree to comply with all applicable laws, rules, regulations and orders of their successors listed below which by reference are incorporated and made a part hereof. The City and County further agree to abide by all other applicable laws, rules, regulations and orders which are not referred to in this Contract under the HOME Program regulations.

**SECTION IX. AFFIRMATIVE MARKETING POLICY:** The City shall comply with the requirements of 24 CR 92.351. In the event the City does not have a policy in place, the County's Affirmative Marketing Policy attached hereto as Exhibit A shall be followed as it relates to marketing projects to income eligible households.

**SECTION X. CONFLICT OF INTEREST:** The City shall comply with the requirements of 24 CFR 92.356 relative to the Conflict of Interest provisions. The City, its officers, employees, agents, or consultants who exercise or have exercised any functions or responsibilities with respect to the project or who are in a position to participate in a decision making process or gain inside information with regard to any project, shall not obtain a financial interest or benefit from the project, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. The City, its officers, employees, agents, or consultants shall not occupy any HOME Program assisted unit provided for under this Contract. Any possible conflicting interest on the part of The City, its employees, or agents, shall be disclosed in writing to the County.

A. No employee, officer, agent of the City, or its sub-recipients shall participate in the selection, award, or administration of a contract supported by the HOME Program if a Conflict of Interest, either real or apparent, would be involved;

B. The City or sub-recipient employees, officers, and agents shall not accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements; and

C. Conflict of Interest violations will be subject to the terms of Section XX. Enforcement (Suspension/Termination).

**SECTION XI. OTHER APPLICABLE LAWS, RULES AND REGULATIONS:**

- A. 24 CFR Part 92, as amended – The regulations governing the expenditure of HOME Investment Partnerships Program funds.
- B. 24 CFR Part 58 – The regulations prescribing the Environmental Review procedure, including laws and procedures incorporated by reference.
- C. National Flood Insurance Act of 1968.
- D. 24 CFR Part 1 – The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.
- E. 24 CFR Part 107 – The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.
- F. Executive Order 11246 (and Revised Order Number 4), as amended by Executive Orders 11375 and 12086 – which establishes hiring goals for minorities and women on projects assisted with federal funds.

- G. Title VII of the 1964 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 – which prohibits discrimination in employment.
- H. 24 CFR Part 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.
- I. Age Discrimination Act of 1973.
- J. 24 CFR Part 130 – Regulations which prohibit discrimination in employment in federally assisted construction contracts.
- K. Contract Work – Hours and Safety Standards Act – where applicable.
- L. Lead Based Paint Poisoning Prevention Act.
- M. Section 504 of the Rehabilitation Act of 1973, as amended.
- N. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- O. 29 CFR Parts 5 – Regulations which prescribe the payment of prevailing wages on federally assisted projects as mandated by the Davis-Bacon Act, where applicable.
- P. Executive Order 11914 – Prohibits discrimination with respect to the handicapped in federally assisted projects.
- Q. Copeland Anti-Kickback Act.
- R. 2 CFR, Part 200 which identifies allowable administrative costs and administrative requirements.
- S. Florida Statutes, Chapter 112, Part III, code of Ethics for Public Officers and Employees.
- T. Public Law 100-430 – The Fair Housing Amendments Act of 1988.
- U. Section 109 of Public Law 100-202 – which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.
- V. HUD – required reports, circulars, and procedures.
- W. 24 CFR Part 85 – the “common rule” containing fiscal and administrative requirements for grantees and sub-recipients which are local governments. This includes 2 CFR, Part 200.
- X. 24 CFR Part 92.257 – concerning religious organizations, as applicable.

- Y. Section 92.504 – minimum standards of written contracts, as applicable. Including all project requirements, type of projects to be assisted, property standards, rents and recapture/resale provisions.

**SECTION XII. FUND DISBURSEMENTS:** The City shall not request reimbursement of HOME Program funds under this Contract until the funds are needed for the re-payment of eligible costs as described in 24 CFR 92.205. The requested amount shall not exceed the amount needed. Program income, interest earned, or loan repayments, hereinafter collectively referred to as (“recapture monies”) as defined in 24 CFR 92.503 derived from any projects set forth in this Contract shall be accounted for by the City. Program Income received by the City from HOME Program eligible activities shall be deducted from HOME Program reimbursement & draw request (Exhibit F) submitted by the City for eligible costs. The remaining balance of eligible costs shall be requested from the County on the HOME Program reimbursement & draw request (Exhibit F). HOME Program draw requests shall be submitted at least quarterly with supporting documentation (i.e. invoices for all requested disbursements; excluding administration). The final draw request shall be submitted no later than October 10, 2025.

**SECTION XIII. REIMBURSEMENT:**

A. This Contract and all rights and duties designated herein are contingent upon the release of HOME Program funds by HUD. Up to the limits of SECTION V. hereof, Brevard County shall reimburse the City for the services described in SECTION III., pending the City’s commitment of HOME Program funds. All such work shall be performed by the City in accordance with applicable requirements of HUD and with all requirements of this Contract. Reimbursement shall be contingent thereupon.

1. Only Approved Activities, which have been set up in accordance with HUD established procedures, shall be reimbursed by the County.
2. The City shall be reimbursed by the County for allowable costs, in accordance with 24 CFR Part 92 and in accordance with SECTION V. of this Contract.
3. The City shall submit to the County during the performance hereof the following:
  - a. A cumulative expenditure statement of all costs of the project(s), program income and recaptured funds, for the period from commencement through the end of the report period for which the reimbursement is being requested;
  - b. This information shall be submitted in a format which meets the County’s requirements for documentation used during audits and monitoring visits. Forms provided by the County shall be used when requested. Each request shall contain a cover sheet substantially equivalent to the *Payment Request Form* attached as Exhibit F.
4. Upon receipt of the above enumerated acceptable documentation, County shall initiate the reimbursement process. Upon determination by the HOME Administrator that the services or material have been invoiced pursuant to the terms of this Contract, the HOME

Administrator shall authorize the County Finance Department to make payment to the City in the amount it determines to be payable.

5. In the event a question or dispute arises regarding a request for reimbursement, the County shall withhold payment to the City for only that part of an invoice in dispute.

6. Pursuant to Section 218.74, Florida Statutes, the County Finance Department shall issue payment within 45 days after receipt of an acceptable invoice, and approval by the Housing and Human Services Department accepting the goods and/or services provided in accordance with the terms and conditions of this Contract.

7. If a payment request is disputed, the City shall provide adequate documentation within ten business days from receipt of a request which details the disputed charges.

8. Payment requests shall be made no less than quarterly, with the final draw for the federal fiscal year submitted no later than October 10, 2025. Payment requests submitted later than October 10, 2025 shall be credited to the following fiscal year.

B. The City shall take financial responsibility for any and all funds expended by the City on ineligible HOME Program activities, and shall reimburse the U.S. Department of Housing and Urban Development as mandated. The County shall take financial responsibility for any and all funds expended by the County on ineligible HOME Program activities.

**SECTION XIV. RECAPTURE:** In the event of noncompliance with this Contract, recapture of all or part of the allocation may be administered by the County. Any recaptured funds shall be utilized on eligible HOME Program activities within the County or another City within the Consortium. The City understands that HOME Program Community Housing Development Organization funds shall be reduced or recaptured by the federal government if not encumbered and/or expended as outlined under 24 CFR 92.500(d) and further detailed under Section V. Use of Funds.

**SECTION XV. RECORDS AND REPORTS:** Reimbursement is contingent upon the receipt and satisfactory evaluation by the Lead Entity, of the following reports:

- A. **Project Set-Up Report:** The City shall initiate each proposed HOME Program activity by completing a Set-Up Report as required by HUD. The Set-Up Report shall be retained by the City and a copy submitted to the County with the initial reimbursement request.
- B. **Reimbursement/Expenditure Report:** The City shall submit reimbursement requests along with an expenditure statement as outlined in SECTION XIII. of this Contract.
- C. **Quarterly Progress Report:** The City shall complete and submit to the County Exhibit E, by the 15th day of January, April, July and October 2025.
- D. **Project Completion Report:** At the time a project has been completed, the City shall complete a Project Completion Report and Quarterly Progress Report, within 120 days of the final draw down request for the project. The Completion Report shall be

retained by the City and a copy may be submitted to the County with the final reimbursement request.

- E. **Substantial Amendments:** The City shall confirm the necessity of a substantial amendment with the County. If necessary, the City shall complete all applicable advertisement(s) and hearing(s). The City shall forward the substantial amendment documentation to the County for submission to the United States Department of Housing and Urban Development.

**SECTION XVI. AUDITS AND INSPECTIONS:** All records and contracts of whatever nature required by this Contract shall be available for audit, inspection or copying at any time during normal business hours and as often as the Lead Entity, the Consortium, HUD or Comptroller General of the United States, or other federal agency may deem necessary. Brevard County shall have the right to obtain and inspect any audit pertaining to the performance of this Contract made by any local, state or federal agency. The HOME Consortium shall have the right to inspect any of the County's records of whatever nature required by this Contract any time during normal business hours. The City shall retain all of its records and supporting documentation applicable to this Contract for five years after either the resolution of the final audit or the United States Department of Housing and Urban Development approval of the Close-out Report, whichever is later.

**SECTION XVII. MONITORING:** 2 CFR 200.93 defines a sub-recipient as a non-federal entity that receives a sub-award from a pass-through entity to carry out part of a federal program. The City is required to monitor each sub-recipient to ensure that sub-awards are used for authorized purposes in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved. The City shall adhere to their existing monitoring policy which shall include the monitoring of sub-recipients annually throughout the affordability period. If applicable, updates should be provided to the County annually. Failure to monitor or insufficient sub-recipient monitoring may result in a finding of non-compliance. The lead entity will be required to monitor the project throughout its affordability period.

**SECTION XVIII. SUBCONTRACTS:** All contracts entered into by the City to carry out approved HOME Program activities shall be made in accordance with all applicable laws, rules and regulations stipulated in this Contract. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each Section set forth in this Contract. The City must notify the County before they enter into an agreement with a sub-recipient, and the County must approve the Memorandum of Understanding before execution. Joint projects must be advertised and made available to all jurisdictions involved.

**SECTION XIX. SCRUTINIZED COMPANIES:**

a. The CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.



- b. If this Contract is for more than one million dollars, the CONTRACTOR further 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, Florida Statutes.
- c. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott 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 contract.
- d. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- e. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

#### **SECTION XX: EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

- a. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. Upon Request, CONTRACTOR shall provide acceptable evidence of their enrollment. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
- b. CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.
- c. CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of CONTRACTOR's and any subcontractors' enrollment in the E-Verify Program.
- d. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.
- e. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-verify program, the contractor hires or employs a person who is not eligible for employment.
- f. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

**SECTION XXI. NON-ASSIGNABILITY:** The City may not assign this Contract without prior written consent of the County.

#### **SECTION XXII. ENFORCEMENT (SUSPENSION/TERMINATION):**

A. In accordance with 24 CFR 85.43, suspension or termination may occur if the City materially fails to comply with any term of this Contract.

1. The City hereby agrees that the following events constitute a material failure sufficient to warrant suspension of payments:

- a. Improper use of HOME Program funds;
- b. Failure to commit or expend HOME Program funds according to this Contract (without written consent);
- c. Failure to comply with the work, Program or terms of this Contract; specifically, the Approved Activities indicated in the Consolidated Plan and Annual Action Plan;
- d. Failure to submit reports as required, including a favorable audit report, as well as documentation to complete HUD required reports, and
- e. Intentional submittal of incorrect or incomplete reports in any material respect.

2. This Contract may also be terminated for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience or partial termination for specified reasons.

B. If payments are withheld, the Lead Entity shall specify in writing, the actions that shall be taken by the City as a condition precedent to resumption of payments provided that such notification shall specify a reasonable date not to exceed 20 days for compliance.

**SECTION XXIII. INDEMNIFICATION:** The City, to the extent allowed by law, shall at all times hereafter indemnify and hold harmless, the County, Brevard County HOME Consortium, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind including court costs, attorney's fees and expenses, occurring or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract, except that the City shall not incur any liability for the negligence of the other parties named in this Section. Neither the County nor the City shall incur any liability for the negligence of the other.

The foregoing indemnification does not waive any defense of sovereign immunity and shall not waive the damage limits set forth in Section 768.28, Florida Statutes, nor shall it be construed to constitute an agreement by any party to indemnify any other party for such other party's negligent, willful, or intentional acts or omissions.

**SECTION XXIV. INSURANCE:** The City shall ensure that either its insurance coverage or self-insurance program or the insurance coverage of its contracted agents is adequate and sufficient to cover the activities performed under this Contract, as the case may be as to the particular actions undertaken.

**SECTION XXV. PROJECT PUBLICITY:** Any news release, project sign, or other type of publicity pertaining to the project as stated herein, shall recognize the funding provided by HOME Program funds. The parties shall conduct affirmative marketing in accordance with 24 CFR Part 92.351.

**SECTION XXVI. AMENDMENTS:** This Contract may be amended through the completion of an Amendment to Disbursement Contract form. The City shall be required to handle any amendment/adjustment according to their City policies, but shall acknowledge and accept execution of this document by the authorized County staff person.

**SECTION XXVII. NOTICES:** Formal notices under the terms of this Contract shall be sent, by U.S. mail, as follows:

Brevard County:  
Juanita D. Jackson, Director  
Housing and Human Services Department  
2725 Judge Fran Jamieson Way, Bldg. B  
Viera, Florida 32940

City of Palm Bay  
Joan Junkala-Brown, Deputy City Manager  
Community & Economic Development  
120 Malabar Road  
Palm Bay, Florida 32907

***[Signature Page to Follow]***

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first above written.

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Frank Abbate, County Manager  
(As approved by the Board on, \_\_\_\_\_).

Reviewed for legal form and content:

  
\_\_\_\_\_  
L. Rebecca Behl-Hill, Assistant County Attorney

ATTEST:

CITY OF PALM BAY

\_\_\_\_\_  
Terese Jones, City Clerk

\_\_\_\_\_  
Richard Morgan, Interim City Manager  
(As approved by the Council on \_\_\_\_\_).

**STATE OF FLORIDA**  
**COUNTY OF BREVARD**

ON THIS DAY personally appeared, by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, Richard Morgan, known to me to be the person described in and who executed the foregoing instrument as the City Manager of the City of Palm Bay, Florida for its act and deed, for the uses and purposes therein expressed.

NOTARY SEAL

\_\_\_\_\_  
Notary Public - State of Florida

\_\_\_\_\_  
My Commission Expires

**EXHIBIT A**  
**AFFIRMATIVE MARKETING POLICY**

The HOME Consortium will use affirmative housing marketing practices in soliciting owners/renters, determining eligibility, and concluding all transactions. The Consortium members shall further affirmative marketing and fair housing in accordance with 24 CFR Part 92.351. Rental and HOME Program buyer projects containing five or more HOME Program assisted units shall comply with the Affirmative Marketing Policy described below.

1. The Consortium will require the owner to solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhoods in which the rehabilitated building is located shall be considered those least likely to apply.
2. Owner's advertising vacant units shall include the equal housing opportunity logo or statement. Advertising media shall include contacting the newspapers, radio, television, brochures, leaflets, and/or include a sign in a window. In an effort to reach applicants least likely to apply, the owner may also use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
3. The owner shall maintain a file containing all affirmative marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters, etc.) to be available for inspection at least annually by the HOME Consortium.
4. The owner shall maintain a listing of all tenants residing in each unit at the time of the application submittal through the end of the affordability period.
5. The participating entity shall provide the HOME Consortium with an annual assessment of the affirmative marketing program of the development. The assessment shall include:
  - a. Method used to inform the public and potential tenants about federal fair housing laws and affirmative marketing policy (i.e. the use of Equal Housing Opportunity logo type or slogan in print advertising);
  - b. Method used to inform and solicit applications from persons in the housing market area who are not likely to apply without special outreach (i.e., use of community organizations, places of worship, employment centers, etc.); and
  - c. Records describing actions taken by the participating entity and/or owner to affirmatively market units and records to assess the results of these actions.
6. The HOME Consortium will assess the affirmative marketing efforts of the owner by comparing predetermined occupancy goals to actual occupancy data that the owner is required to

maintain. Outreach efforts on the part of the owner will also be evaluated by reviewing marketing efforts.

7. The HOME Consortium will assess the efforts of the owners receiving loans during the rent-up and marketing of the units by use of a compliance certification or personal monitoring visits to the project at least annually.

8. Where an owner fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions which the HOME Consortium may deem necessary, up to and including the full repayment of the loan.

**EXHIBIT B**  
**BUDGET Fiscal Year 2024-2025**

<b>ACTIVITY</b>	<b>FISCAL YEAR 24/25 ALLOCATION</b>	<b>CARRY FORWARD AMOUNT</b>	<b>PROGRAM INCOME AMOUNT</b>	<b>TOTAL</b>
<b>Program Administration</b>	\$16,883.50	\$40,161.19	\$0.00	\$57,044.69
<b>Community Housing Development Organization</b>	\$34,085.12	\$240,035.23	\$0.00	\$274,120.35
<b>Purchase Assistance</b>	\$120,000.00	\$0.00	\$0.00	\$120,000.00
<b>Rental Acquisition and Rehabilitation</b>	\$50,425.62	\$117,658.18	\$0.00	\$168,083.80
<b>Homeownership New Construction</b>	\$0.00	\$1,100,483.60	\$0.00	\$1,100,483.60
<b>Total</b>	\$221,394.24	\$1,498,338.20	\$ 16,332.47	\$1,736,064.91

This Budget includes the City of Palm Bay's up to Fiscal Year 24/25 HOME Program allocation of \$221,394.24, carry forward funds of \$1,498,338.20, and \$16,332.47 program income as of 9/30/2024, (for a total of \$1,736,064.91). Any program income received throughout the program year will be utilized in accordance with Section VI.

**EXHIBIT C  
ENCUMBRANCE SCHEDULE**

<b>ACTIVITY</b>	<b>Beginning Balance</b>	<b>1st Quarter Goal</b>	<b>2nd Quarter Goal</b>	<b>3rd Quart er Goal</b>	<b>4th Quarter Goal</b>	<b>Remaining Balance</b>
<b>HOME Admin</b>	\$57,044.69	\$57,044.69	\$0.00	\$0.00	\$0.00	\$0.00
<b>Community Housing Development Organization Set- Aside</b>	\$274,120.35	\$0.00	\$274,120.35	\$0.00	\$0.00	\$0.00
<b>Purchase Assistance</b>	\$120,000.00	\$120,000.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Rental Acquisition and Rehabilitation</b>	\$184,416.27	\$0	\$168,083.80	\$0.00	\$0.00	\$0.00
<b>Homeownership New Construction</b>	\$1,100,483.60	\$1,100,483.60	\$0.00	\$0.00	\$0.00	\$0.00

The encumbrance schedule is not based on total funding, but an estimated amount of funds to be encumbered this fiscal year.



**EXHIBIT D  
EXPENDITURE SCHEDULE**

<b>ACTIVITY</b>	<b>Beginning Balance</b>	<b>1st Quarter Goal</b>	<b>2nd Quarter Goal</b>	<b>3rd Quarter Goal</b>	<b>4th Quarter Goal</b>	<b>Remaining Balance</b>
<b>HOME Admin</b>	\$57,044.69	\$0.00	\$19,014.89	\$19,014.89	\$19,014.91	\$0.00
<b>Community Housing Development Organization Set- Aside</b>	\$274,120.35	\$0.00	\$91,373.45	\$91,373.45	\$91,373.45	\$0.00
<b>Purchase Assistance</b>	\$120,000.00	\$0.00	\$0.00	\$60,000.00	\$60,000.00	\$0.00
<b>Rental Acquisition and Rehabilitation</b>	\$184,416.27	\$0.00	\$0.00	\$84,041.90	\$84,041.90	\$0.00
<b>Homeownership New Construction</b>	\$1,100,483.60	\$0.00	\$0.00	\$0.00	\$327,293.00	\$773,190.60

**The expenditure schedule is not based on total funding, but estimated amount of funds to be expended this fiscal year.**

**EXHIBIT E**  
**QUARTERLY PROGRESS REPORT**

Period Covered: \_\_\_\_\_ to \_\_\_\_\_  
Date Submitted: \_\_\_\_\_

**A. Project Information**

Agency: City of Palm Bay

Person Preparing the Report: \_\_\_\_\_

**B. Project Cost**

Activity	Estimated Expenditure	Actual Expenditure	% Expended	% Project Completion	Compliant with Encumbrance Schedule (Y/N)	Compliant with Expenditure Schedule (Y/N)

**\*If non-compliant with Encumbrance Schedule or Expenditure Schedule, please provide an explanation for corrective action.**

**C. Program Income (Attach your current program income log).**

Program Income/Recapture: \_\_\_\_\_

Source of Program Income/Recapture: \_\_\_\_\_

**D. Describe success or problems with meeting Goals (Attach Additional Sheets if Necessary):**

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**E. Please specify total number of persons or households (as applicable) assisted/served this quarter.**

Households	Persons	Low Income	White/Non-Hispanic	Black or African American	American Indian or Alaskan Native	Hispanic	Asian Pacific Islander	Female Headed Household

**EXHIBIT F**  
**HOME PROGRAM REIMBURSEMENT & DRAW REQUEST**

City of Palm Bay

Date: \_\_\_\_\_

Request #: \_\_\_\_\_

Attached is documentation for \_\_\_\_\_ request number \_\_\_\_\_ for the reimbursement of HOME Program Expenditures described below:

**Administrative Expenses:**

Activity Year	Activity Number	Activity Description	Activity Address	Activity Funding Amount	Activity Total of Prior Draw	Activity Balance	Total Amount Expended	Program Income Used	Reimbursement Due from The County	Final Draw Y/N	Comments

*Please provide a copy of the signed contract for each new subrecipient agreement.*

\_\_\_\_\_  
**Signature/Date**

**HOME Disbursement Contract 2024-2025**  
**between Brevard County and City of Palm Bay**

**EXHIBIT G  
PROGRAM INCOME LOG**

**Period Covered:** \_\_\_\_\_

**Agency Name:** \_\_\_\_\_

**Balance Forward:** \_\_\_\_\_

Date Received	Amount Received	Date Deposited	Date Entered in IDIS	Amount Used	Amount Available

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**