

FEDERALLY-FUNDED SUBAWARD AND FUNDING ASSISTANCE AGREEMENT

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Name of sub-recipient: **Community of Hope, Inc.**

SAM Organization Identifier: **MLTGRB9GKRD7**

ARPA Unique Identification Number: **YLJRVW6W1MF9**

Federal Award Identification Number: **SLT-5031**

Federal Award Date: **June 17, 2021 & June 21, 2022 (first & second payment/tranche received)**

Subaward Period of Performance: Start Date: **October 1, 2022**

Subaward Period of Performance: End Date: **December 31, 2024**

Total Amount Obligated by this Action: **\$1,231,320**

Total Federal Obligation by the City of Palm Bay to Sub-recipient: (including this obligation)
\$1,231,320

Total Federal Award Commitments by the City of Palm Bay to Sub-recipient: **\$1,231,320**

Award is R&D: **NO**

Program Description: On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act (the Act) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds). The Fiscal Recovery Funds are intended to provide support to state, local, and tribal governments (together, recipients) in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (C.R.F.).

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and tribal governments to respond to the COVID-19 emergency and restore jobs. The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- Support public health expenditures by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- Replace lost public sector revenue by using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- Provide premium pay for essential workers by offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,

- Invest in water, sewer, and broadband infrastructure by making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Federal awarding agency: **U.S. Department of Treasury**

Pass-through entity: **City of Palm Bay, FL**

CFDA number: **21.027**

CFDA name: **Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)**

R&D designation: **Non R&D**

Should you have any question about this sub-award, please contact: **Ibis Berardi,**

Assistant Director for Community & Economic Development at 321-952-3400 ext. 4045

As required by Federal Regulations and the terms and conditions of this award, the applicant agrees to complete and sign this document to ensure that they are eligible for any future COVID-19 funding from the City of Palm Bay. This also includes that the Sub recipient agrees to report any fraud, waste or abuse of these funds to the City of Palm Bay Administration.

SUBRECIPIENT CONTRACT BETWEEN THE CITY OF PALM BAY AND COMMUNITY OF HOPE, INC.

THIS AGREEMENT is entered into by the **City of Palm Bay**, herein referred to as the City and **Community of Hope, Inc.** whose address is 4515 Babcock St., Palm Bay, FL 32905, herein referred to as Subrecipient.

RECTALS

WHEREAS, the City of Palm Bay, is a municipal corporation organized and existing in accordance with the laws of the State of Florida, and is authorized to accept and administer grants from State and Federal authorities to enhance the quality of life in the City of Palm Bay; and

WHEREAS, Congress passed the American Rescue Plan Act (ARPA) on March 10, 2021 and President Biden signed the American Rescue Plan Act into law on March 11, 2021; and

WHEREAS, the American Rescue Plan Act, in part, amends the Social Security Act (42 U.S.C. 601) by establishing the Fund in the amount of \$350 billion dollars for payments to States, Tribal governments and units of local government based on their populations.

WHEREAS, the City of Palm Bay accepted American Rescue Plan Act funding from the United States Department of the Treasury; and

WHEREAS, this Agreement is consistent with American Rescue Plan Act guidelines to respond to the public health emergency or its negative economic impacts; and

WHEREAS, the City of Palm Bay held a special Council meeting on September 22, 2022 and awarded \$1,231,320 in ARPA funds to Community of Hope, Inc.;

WHEREAS, the Subrecipient requests and the City agrees, to provide funding to the Subrecipient for eligible expenditures under the American Rescue Plan Act, specifically pursuant to the terms and conditions specified herein relating to COVID-19; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals

The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties relied.

Section 2. Term

This Agreement is effective retroactively to October 1, 2022 even if signed by the parties after this date. The Agreement expires on December 31, 2024 unless terminated earlier in accordance with this Agreement.

The Subaward Period of Performance is from October 1, 2022 and ends on December 31, 2024.

The Subaward Budget Period is from October 1, 2022 and ends on December 31, 2024.

Section 3. American Rescue Plan Act Funding

- a) The American Rescue Plan (ARP) Act, Section 603(c)(1) of the Social Security Act, established the \$350 billion Coronavirus State and Local Fiscal Recovery Funds. The United States Department of Treasury made payments from the Fund to States and eligible units of local government. The American Rescue Plan Act requires that payments from the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) only be used to cover expenses that: (a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and (d) To make necessary investments in water, sewer, or broadband infrastructure.
- b) For the purposes this Agreement, the City serves as the pass-through entity for a Federal award and the Subrecipient serves as the recipient of a sub award. This Agreement is entered into based on the following representations:
 - 1. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds per the funding requirements.
 - 2. The City received these funds from the Federal government, and the City has the authority to sub grant these funds to the Subrecipient upon the terms and conditions outlined below.
 - 3. The City has authority to disburse the funds under this Agreement.

The City agrees to provide financial assistance to the Subrecipient in an amount not- to-exceed **One million two hundred thirty-one thousand three hundred and twenty dollars and zero cents \$1,231,320**. The Subrecipient must use this financial assistance for expenses eligible under 603(c)(1) of the Social Security Act, specifically the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) to mitigate financial hardships incurred because of COVID- 19 during the Term. These funds must be spent in accordance with the guidance on the United States Treasury's website <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>. Subrecipients are responsible for ensuring that any procurement using CSLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, and Appendix II to Part 200, as applicable.

- c) Subrecipient is required to review the United States Treasury's website for updates to ensure compliance with the most updated CSLFRF guidance.
- d) For each Subrecipient, the City will assess the risk to successfully fulfilling the project objective pertaining to this agreement. The results of Subrecipient risk assessments will have an effect on the frequency and level of scrutiny during the monitoring process and

may result in additional requirements being imposed on the Subrecipient.

- e) The Subrecipient must comply with 2 CFR 200 for accounting standards and cost principles.
- f) The Subrecipient must comply with City rules and 2 CFR 200 for conflicts of interest.
- g) The Subrecipient shall be responsible for indirect cost associated with this grant.
- h) Subrecipient acknowledges that it has read, understands, will be bound by and agrees to have carried out, shall carry out, or cause to be carried out the terms, conditions, and services as described in the agreement attachments, including:
 - 1. ATTACHMENT A: PROJECT DETAILS – Overview (Need and Response), eligible activities.
 - 2. ATTACHMENT B: SCOPE OF WORK – Description of the Subrecipient's and the City's task, deliverables, timelines, and milestones. Additional United States Treasury scope requirements may be identified and required after the execution of this agreement.
 - 3. ATTACHMENT C: PROJECT BUDGET – Summary of the project's annual budget by expense category and budget justification by category.
 - 4. ATTACHMENT D: REPORTING REQUIREMENTS – Description of the reporting requirements. Additional United States Treasury reporting requirements may be identified and required after the execution of this agreement.
 - 5. ATTACHMENT E: EQUITY-BASED REQUIREMENT – Description of the project's equitable design and implementation by addressing the program's equity goals, awareness, access and distribution, and outcomes.
 - 6. ATTACHMENT F: EVIDENCE-BASED REQUIREMENT – Description of the supporting evidence or evidence-producing strategy related the project selection, design, and implementation.
 - 7. Award Payment:
 - a. All payments made under this Agreement shall be on a reimbursement basis. These reimbursement monies are from CFDA 21.027. In order to obtain reimbursement for expenditures, the Subrecipient must file with the City, through the portal, its request for reimbursement and any other information required to justify and support the payment request. Reimbursement requests may be submitted as frequently as monthly. The final reimbursement request is due on or before January 10, 2025, for costs incurred through December 31, 2024.
 - b. Reimbursement requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the reimbursement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

- c. The City shall verify all documentation received prior to expending Funds under this Agreement and may request additional documentation, if needed. Reimbursements will only be made for expenditures that the City provisionally determines are eligible under the CSLFRF. The City retains the right to deny any requests for Funds under this Agreement if in the City's sole discretion, the request is not for and documentation does not substantiate an eligible expenditure. However, the City's provisional determination that an expenditure is eligible does not relieve the Subrecipient of its duty to repay the City for any expenditures that are later determined by the City or the Federal government to be ineligible.
- d. City shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with any Project and Subrecipient shall be solely liable for such expenses and liabilities.
- e. Subrecipient acknowledges that the City intends to award a portion of the CSLFRF funding to Subrecipient, and further acknowledges that the CSLFRF funding may be utilized only for the uses authorized by American Rescue Plan Act. Accordingly, Subrecipient covenants that the use of the CSLFRF funding by Subrecipient pursuant to this Agreement is limited to only those uses for which the CSLFRF funding may be utilized under American Rescue Plan Act.
- f. Subrecipient will retain any equipment purchased with CSLFRF funding through December 31, 2026.

Section 4. Enforcement

Subrecipient certifies that the information provided is complete, accurate, and current demonstrating Subrecipient's eligibility to receive the Funds. Subrecipient is liable for recapture of Funds if any representation made in the reimbursement requests, reporting or supporting documentation is at any time false or misleading in any respect, or if Subrecipient is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section 4 shall survive the termination of this Agreement.

Section 5. Recapture of Expenses

- A. Any funds that are not expended as authorized under this Agreement must be refunded to the City within fourteen (14) days of receipt of written notice provided by the City.
- B. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the City must be made within fourteen (14) days of receipt of written notice for a refund provided by the City.
- C. The City's determination that an expenditure is eligible does not relieve the Subrecipient of its duty to repay the City in full for any expenditures that are later determined by the City or the Federal Government, in each of its sole discretion, to be ineligible expenditures or the discovery of a duplication of benefits.
- D. If requested by the City, all refunds, return of improper payments, or repayments due to the City under this Agreement are to be made payable to the City of Palm Bay and mailed directly to the City pursuant to Section 18 Notice and this Agreement.
- E. The Subrecipient has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The Subrecipient will also report all suspected fraud to the City.
- F. Per 2 CFR 200.307, Treasury is specifying, recipients may add program income to the Federal award. Any program income generated from SLFRF funds must be used for the purposes and under the conditions of the Federal award. Under this Agreement, funds must be used for affordable housing projects. Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds. Interest earned on advances of federal funds is not program income. For more information on what constitutes "Program Income" please see 2 CFR 200.1.

Section 6. Maintenance and Review of Records

Subrecipient shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, memoranda of understanding, subcontracts, proof of insurance, and any other records related to or resulting from the Agreement to assure a proper accounting and monitoring of all funds awarded and shall maintain all accounts pertaining to such services, including, but not limited to, property, personnel and financial records, and supporting documentation, and any additional records required as a result of or associated with the utilization of the CSLFRF funding as outlined in the United States Treasury Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds, or as maybe amended, which, among other things, shall enable ready identification of Subrecipient's cost of goods and use of funds. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or the end of the required period, whichever is later.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the City may require. Subrecipient will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by

this Agreement.

The Subrecipient must maintain records and financial documents in compliance with all standards in the ARPA CSLFRF guidance and 2 CFR 200. Generally, records and financial documents must be maintained for five years after all funds have been expended or returned. The City or Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the City upon request, to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations. The City may access the Subrecipient records and financial statements as necessary to conduct monitoring activities.

Section 7. Monitoring

The Subrecipient agrees to permit persons duly authorized by the City, the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the Subrecipient and/or interview any clients and employees of the Subrecipient to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the Subrecipient reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the Subrecipient of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring, the City will deliver to the Subrecipient a written report regarding the manner in which services are being provided. The Subrecipient will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the City with a reasonable and acceptable justification for not correcting the noted shortcomings. The Subrecipient's failure to correct or justify the deficiencies within the time specified by the City may result in the withholding of payments, being deemed in breach or default, or termination of this contract.

Section 8. Audits

A. The City may perform an audit of the records of the Subrecipient at any time during the Term of this Agreement and after final disbursements have been made, even if the Agreement has expired or terminated. Audits may be performed at a time mutually agreeable to the Subrecipient and the City. When conducting an audit of the Subrecipient's performance under this Agreement, the City must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.

B. If an audit shows that all or any portion of the Funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the Subrecipient will be held liable for reimbursement to the City of all Funds not spent in accordance with these applicable regulations and this Agreement, within fourteen (14) days after the City has notified the Subrecipient of such non-compliance.

C. If the City elects to have the Subrecipient perform an audit, the Subrecipient must

have all audits completed by an independent auditor, which is defined in § 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the City no later than six (6) months from the end of the Subrecipient’s fiscal year.

D. The Subrecipient must hand deliver copies of reporting packages required under this paragraph directly to the City in accordance with Section 18 Notice.

E. Single Audit Requirements. Subrecipients, that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements.

Section 9. Closeout

Subrecipient will comply will all closeout procedures of the awards, to include full compliance with the agreement terms and conditions, ARPA, CSLFRF rule and guidance, and 2 CFR 200. Key tasks will be closeout communications, confirmation for maintenance of records and financial documents, receipt of all final reimbursement requests or payment requests, receipt of all financial reports and performance reports, fulfillment of any requests to reconcile reports and payment requests. The retention period per CSLFRF compliance and reporting is 5 years from construction completion.

Section 10. Indemnification

Subrecipient shall indemnify, hold harmless, and defend City from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees (at the trial and all appellate levels), that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation or breach of any provision or covenant of this Agreement or applicable law by the Subrecipient, its agents, subcontractors, assigns, heirs, and employees resulting from or arising under this Agreement.

The provisions of this Section 11 shall survive the termination of this Agreement.

Section 11. Termination

Either Party may terminate this Agreement at any time upon (30) thirty days prior written notice to the other Party. The City may immediately terminate this Agreement if the Subrecipient fails to fulfill any of the terms, understandings, or covenants of this Agreement by providing notice to the Subrecipient delivered as provided for in this Agreement. The City will not be obligated to pay for costs incurred by Subrecipient after Subrecipient has received notice of termination.

Section 12. Remedies

The City may exercise any other rights or remedies, which may be available under law. If the City waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other default by the Subrecipient.

Section 13. Equal Opportunity; Non-Discrimination

Subrecipient shall comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented (discrimination laws).

Section 14. Governing Laws; Venue

This Agreement and terms and conditions shall be governed by the laws, rules, and regulations

of the State of Florida, and venue shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

Section 15. Public Records Law

This Agreement, including attachments, is subject to disclosure under Florida's public records law subject to limited applicable exemptions. Subrecipient acknowledges, understands, and agrees that, except as noted below, all information in its application and attachments will be disclosed, without any notice to Subrecipient, if a public records request is made for such information, and the City will not be liable to Subrecipient for such disclosure. Social security numbers are collected, maintained and reported by the City must comply with IRS 1099 reporting requirements and are exempt from public records pursuant to Florida Statutes §119.071.

If Subrecipient believes that information in the Agreement, including attachments, contains information that is confidential and exempt from disclosure, Subrecipient must include a general description of the information and provide reference to the Florida Statute or other law which exempts such designated information from disclosure in the event a public records request is made. The City does not warrant or guarantee that information designated by Subrecipient as exempt from disclosure is in fact exempt, and if the City disagrees, it will make such disclosures in accordance with its sole determination as to the applicable law.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 321-952-3400 EXT 4045, 120 MALABAR ROAD. SE, PALM BAY, FL 32907.

Section 16. Independent Contractor

Subrecipient acknowledges that it is acting as an independent contractor and not as an agent, officer or employee of City. In no event shall any provision of this Agreement make the City liable to any person or entity that contracts with or provides goods or services to Subrecipient in connection with this Agreement. There is no contractual relationship, either express or implied, between City or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to Subrecipient as a result of this Agreement.

Section 17. Compliance with Applicable Laws

Subrecipient shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder, including, but not limited to, Florida's Public Records Act, Chapter 119, Florida Statutes and specifically including, but not limited to ARPA and the affordable housing standards of the HOME Investment Partnerships Program (HOME). The City requires the Subrecipient to carry out the following activities-

ENVIRONMENTAL REVIEW:

The environmental effects of each activity carried out in accordance with the provisions of the

National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58. The City will assume responsibility for environmental review, decision-making, and action for each activity that it carries out with ARPA funds, in accordance with the requirements imposed on a recipient under 24 CFR part 58. No funds may be committed to the project before the completion of the environmental review and related certification, except as authorized by 24 CFR part 58.

FR 92.353 DISPLACEMENT, RELOCATION, AND ACQUISITION:

Minimizing displacement. Consistent with the other goals and objectives of this part, the Subrecipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project.

Temporary relocation. The following policies cover residential tenants who will not be required to move permanently but who must relocate temporarily for the project. Such tenants must be provided:

Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility costs.

Appropriate advisory services, including reasonable advance written notice of:

The date and approximate duration of the temporary relocation;

The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;

The terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling in the building/complex upon completion of the project; and

The provisions of paragraph (b)(1) of this section.

Relocation assistance for displaced persons: A displaced person (defined in paragraph (c)(2) of this section) must be provided relocation assistance at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and 49 CFR part 24. A "displaced person" must be advised of his or her rights under the Fair Housing Act and, if the comparable replacement dwelling used to establish the amount of the replacement housing payment to be provided to a minority person is located in an area of minority concentration, the minority person also must be given, if possible, referrals to comparable and suitable, decent, safe, and sanitary replacement dwellings not located in such areas.

24 CFR 92.354 LABOR

General.

Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).

The contract for construction must contain these wage provisions if funds are used for any project costs in §92.206, including construction or no construction costs, of housing with 12 or more assisted units. When funds are only used to assist homebuyers to acquire single-family housing, and not for any other project

costs, the wage provisions apply to the construction of the housing if there is a written agreement with the owner or developer of the housing that funds will be used to assist homebuyers to buy the housing and the construction contract covers 12 or more housing units to be purchased with assistance. The wage provisions apply to any construction contract that includes a total of 12 or more assisted units, whether one or more than one project is covered by the construction contract. Once they are determined to be applicable, the wage provisions must be contained in the construction contract so as to cover all laborers and mechanics employed in the development of the entire project, including portions other than the assisted units. Arranging multiple construction contracts within a single project for the purpose of avoiding the wage provisions is not permitted.

The City, contractors, subcontractors, and other participants must comply with regulations issued under these acts and with other Federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. Participating jurisdictions must require certification as to compliance with the provisions of this section before making any payment under such contract.

Volunteers. The prevailing wage provisions of paragraph (a) of this section do not apply to an individual who receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered and who is not otherwise employed at any time in the construction work. See 24 CFR part 70.

Sweat equity. The prevailing wage provisions of paragraph (a) of this section do not apply to members of an eligible family who provide labor in exchange for acquisition of a property for homeownership or provide labor in lieu of, or as a supplement to, rent payment.

24 CFR 92.355 LEAD BASED PAINT:

Housing assisted with funds is subject to the Lead-Based Paint Poisoning Prevention Act, the Lead-Based Paint Hazard Reduction Act of 1992, and implementing regulations.

Section 18. Notice

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (1) hand delivered to the persons designated below, or

(2) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to City:
Suzanne Sherman
City Manager
City of Palm Bay
120 Malabar Road, SE
Palm Bay, FL 32907

As to Subrecipient:
Community of Hope, Inc.
Drew Warren, Executive Director
4515 Babcock St,
Palm Bay, FL 32905

Section 19. Risk Management

A. Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, Subrecipient shall protect, defend, indemnify, save and hold the City and its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Subrecipient resulting from the Subrecipient's work as further described in this Agreement and its attachments, which may arise in favor of any person or persons resulting from the Subrecipient's performance or non-performance of its obligations under this Agreement except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the City, its officials, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended from time to time. Further, Subrecipient hereby agrees to indemnify the City for all reasonable expenses and attorney's fees incurred by or imposed upon the City in connection for any loss, damage, injury, liability or other casualty. Subrecipient additionally agrees that the City may employ an attorney of the City's own selection to appear and defend any such action, on behalf of the City, at the expense of the Subrecipient. The Subrecipient further agrees to pay all reasonable expenses and attorney's fees incurred by the City in establishing the right to indemnity.

The Subrecipient further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the contract. All individuals hired are employees of the Subrecipient and not of the City.

B. Insurance Requirements

Insurance – Nonprofit Subrecipients

The Subrecipient agrees to secure and maintain the insurance coverage outlined below during the term of this contract. The Subrecipient agrees that this insurance requirement shall not relieve or limit Subrecipient's liability and that the City does not in any way represent that the insurance required is sufficient or adequate to protect the Subrecipient's interests or liabilities but are merely minimums. It is the responsibility of the Subrecipient to insure that all subcontractors comply with the insurance requirements. Certificate(s) of Insurance *naming the City of Palm Bay as Certificate Holder and additional insured* will be attached to this contract as an exhibit. Name and address for Certificate Holder should be: the City of Palm Bay 120 Malabar Road, SE, Palm Bay, FL 32907.

Certificate(s) must be provided for the following coverages at the time of contract execution and upon policy renewal. Renewal certificates are due to the City on or before expiration date.

1. Workers' Compensation– Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:

\$100,000 per accident

\$500,000 disease limit

\$100,000 disease limit per employee

2. Commercial General Liability – Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$500,000 bodily injury per person (B.I.)

\$1,000,000 bodily injury per occurrence (B.I.)

\$500,000 property damage (PD) or

\$1,000,000 combined single limit (C.S.L.) of B.I. and P.D.

The General Liability Policy Certificate shall name "The City of Palm Bay, a political subdivision and Charter City of the State of Florida, its agents, employees, and public officials" as "Additional Insured". The Subrecipient agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

3. Business Auto Liability – The following Automobile Liability will be required, and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
\$100,000 bodily injury per person (B.I.)
\$300,000 bodily injury per occurrence (B.I.)
\$100,000 property damage (PD) or
\$300,000 combined single limit (C.S.L.) of B.I. and P.D.
4. Directors & Officers Liability – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
5. Fidelity Bonding – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

Insurance – Government/Municipality

Documentation of the above coverage requirements are not applicable to government/ municipalities that are self-insured.

Section 20. Disclaimer of Third-Party Beneficiaries

This Agreement is made for the sole benefit of the Parties of this Agreement and their respective successors and assigns and is not intended to and will not benefit any third party. No third party will have any rights under this Agreement, because of this Agreement or any right to enforce any provisions of this Agreement.

Section 21. Dispute Resolution

In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties shall exhaust disputes through the City Manager's Office prior to filing a lawsuit or otherwise pursuing legal remedies.

In the event that City administrative dispute resolution procedures are exhausted, either Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Brevard County Florida, which is the sole venue for any such civil action.

Section 22. Assignment

This Agreement may not be assigned nor subcontracted in whole or in part without the prior written consent of the City.

Section 23. Headings

Article headings have been included in the Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.

Section 24. Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

Section 25. Entire Agreement

This writing embodies the entire agreement and understanding between the parties and there are no other agreements and/or understandings, oral or written, with respect to the subject matter that are not merged and superseded by this Agreement. This Agreement may only be amended or extended by a written instrument executed by the City and the Subrecipient expressly for that purpose.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Subrecipient and the City respectively, have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT: COMMUNITY OF HOPE, INC.

BY: Ken Dandridge

Signature

11/30/2022
Date

Rev. David Young, President
Name/ Title (print)

**STATE OF FLORIDA
COUNTY OF BREVARD**

SWORN to (or affirmed) and subscribed before me by means of [☒] physical presence or [☐] online notarization, this 30th day of November, 2022 by David Young who is personally known to me or did produce FL Drivers License as identification.

NOTARY SEAL/STAMP:



Wendy L. Monroe

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES ON: 9/24/26

CITY OF PALM BAY

ATTEST:

BY: Rob Medina

MAYOR ROB MEDINA

BY: [Signature]

CITY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF THE CITY OF PALM BAY ONLY

[Signature]
CITY ATTORNEY

ATTACHMENT A: PROJECT DETAILS – Overview (Need and Response),

Eligible activities.

Community of Hope, Inc. will utilize ARPA funds to address the issue of affordable housing in the City of Palm Bay, that has both predated and been exacerbated by the Covid- 19 crisis. Community of Hope, Inc., the Subrecipient, will utilize ARPA funding to acquire the property located at-

1400 and 1430 Baytree Dr. NE, Palm Bay FL 32905.

This property is a 14-unit, multi-family market rate apartment complex, that will be used as transitional (temporary) affordable housing for the residents of Palm Bay. Long-term affordable housing investments with ARPA funds will require affordability covenants of 20-years, for all 14 units. Program Requirements must be met for presumptive eligibility to include the following-

1. Resident income restrictions;
2. The affordability period and related covenants requirements for assisted units;
3. Tenant Protections; and
4. Housing quality standards.

Community of Hope, Inc. shall find income eligible tenants and keep all records relating to the leases as well as, provide support services to tenants in all 14-units. Client files shall be reviewed annually by the City's Community and Economic Development Department during the 20-year affordability period will begin from the date of closing on the property. A Land Use Restriction Agreement (LURA) will be placed on all 14 units for 20 years from the date of closing.

To determine income eligibility, the subrecipient will follow the Final Rule the and the Federal Poverty Guideline (FPG) 300% FPG by household for Brevard County. Using the presumptive eligibility as "disproportionately impacted" or "impacted" populations.

Locality	State	HUD area	300% FPG by household size							
			1	2	3	4	5	6	7	8
Brevard County	FL	Palm Bay-Melbourne-Titusville, FL MSA	38640	52260	65880	79500	93120	106740	120360	133980

*Updated Annually

Eligible Activities

A. Expense Category

Project(s) direct services must follow the restrictions from U.S Treasury rules and fit within the ARPA expense categories: **3.10 Housing Support: Affordable Housing**

B. Back-up Project Eligible Use Justification:

31 CFR 35.6(b)(3)(ii)(A)(5)

Responding to the negative economic impacts of the public health emergency for purposes including:

(A) Assistance to households and individuals, including:

(5) Development, repair, and operation of affordable housing and services or programs to increase long-term housing security;

ATTACHMENT B: SCOPE OF WORK

Description of the Subrecipient's and the City's task, deliverables, timelines, and milestones. Additional United States Treasury scope requirements may be identified and required after the execution of this agreement.

1. Task: Risk Assessment Questionnaire

All ARPA Subrecipients of the City of Palm Bay are required to complete a Subrecipient risk assessment questionnaire. The results will assist the City of Palm Bay with Subrecipient monitoring.

Deliverable: Completed Risk Assessment Questionnaire

2. Task: Project Planning

The project planning shall include an explanation of the plan components below. As necessary, copies of corresponding document for the components should be provided. Example: Provide a copy of the relevant policy and procedure.

Components:

- Provide an outline to document timelines for critical tasks associated with the project
- Evidence-based Documentation
- Equity-based Documentation

3. Task: Project Budget

The Subrecipient will maintain a Project Budget and Financial Accounting System. The Subrecipient will develop and maintain a project budget summary that shows annual and quarterly proposed obligated and actual expenses.

Deliverables:

Project Budget Updates; Contract Amendments as needed

4. Task: Reimbursement Requests

Due: Monthly by the 20th of the following month. All payments will be **reimbursement** for eligible expenses/services defined as uncompensated expenses rendered during the contract term. Copies of supporting documentation is required as part of the Payment Request for review of grant compliance and before payment will be authorized by Community & Economic Development Department.

Reimbursement for eligible expenses will be made after review and authorization of request and all required back up documentation. Appropriate back-up/supporting documentation may include: payroll reports, timecards, cancelled checks, vendor invoices, authorized purchase orders, attendance/service logs, other funder invoices, expenditure spreadsheets or other original documentation.

Community of Hope, Inc shall find qualified income eligible buyers and keep all records relating to the buyers as well as, the properties and will provide support to the homebuyers until closing and beyond as indicated. Client files shall be reviewed and approved for eligibility by the City's Community & Economic Development Department prior to closing. A lien shall be placed on the property for per ARPA's Final Rule FAQ 2.14. A complete client file shall be

submitted to the City on or before a final draw for reimbursement.

Subrecipients are responsible for ensuring that any procurement using CSLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, and Appendix II to Part 200, as applicable. The City of Palm Bay's procurement standard thresholds must also be considered. Proof of compliance must be included with back- up/supporting documentation.

The Payment Request must be submitted with an **authorized** signature. Cancelled checks, bank statements and/or other documentation from vendor that expense has been paid or service provided may be verified during monitoring.

Deliverables:

Payment reimbursement requests and supporting documents

5. Task: Progress Report

Due: Monthly by the 20th of the following month. Subrecipient shall provide detailed information on the progress of the project including, but not limited to:

- Design Modifications
- Development Order/Permitting Process
- Narrative Indicating Type of Work Completed During the Reporting Period
- Land/Site Development Change Orders

Deliverables:

Construction Progress Report (Exhibit 1)

6. Statement of Work

Subrecipient shall provide relevant information to inform the statement of work for the project not limited to project description, development order, and project timeline dates.

Deliverables:

Provide/Update project information when applicable (Exhibit 2)

7. Task: Project Monitoring

- a. The Subrecipient shall cooperate with the City's monitoring of the Grant project by making the necessary staff and project records available.
- b. The Subrecipient shall make the City aware of any project deemed at-risk of nonperformance or non-compliance.
- c. When a project is deemed non-performing or incapable of expending its grant allocations as specified in its Subrecipient agreement, the Subrecipient may ask the City to repurpose the funds.

Deliverables:

Cooperation with monitoring

8. Task: Ensure Project Data Collection and Reporting

The Subrecipient will document its data collection and reporting methodology for the project.

The Subrecipient will collect, compile, and report the project information in ATTACHMENT D to the City, including project performance, expenses, equity data, and learning data if applicable.

In addition, the City may ask the SUBRECIPIENT to collect other data as Treasury clarifies reporting and compliance requirements. The example required reports are listed in ATTACHMENT D – Reporting Requirements.

Deliverables:

Subrecipient's Monthly Reports.

9. Task: Project Closeout

Subrecipient will comply with all closeout procedures of the awards, to include full compliance with the agreement terms and conditions, ARPA, CSLFRF rule and guidance, and 2 CFR 200. Key tasks will be closeout communications, confirmation for maintenance of records and financial documents, receipt of all final reimbursement requests or payment requests, receipt of all financial reports and performance reports, fulfillment of any requests to reconcile reports and payment requests.

Deliverables:

- Submittal of all performance and financial reports and records as required
- Plan for records retention
- The Payment Request must be submitted with an **authorized** signature. Cancelled checks, bank statements and/or other documentation from vendor that expense has been paid or service provided may be verified during monitoring.

Deliverables:

Payment reimbursement requests and supporting documents

ATTACHMENT C: Project Budget and Expenses Worksheet

If a project cost overrun is identified, the Subrecipient must receive approval from the City before additional costs are incurred.

Budget Category	Other Sources	ARPA Projected Budget Amount Jan. 2023 – Dec. 2023
Appraiser	\$7,500	\$
Environmental Reviews	\$5,000	\$
Market Analysis	\$3,800	\$
Survey	\$1,800	\$
Existing Buildings	\$668,680	\$1,231,320
Relocation	\$10,000	\$
Unit Construction: Rehab	\$118,000	\$
Borrower's Legal	\$2,500	\$
Title & Recording Professional	\$2,500	\$
Title & Recording Financing	\$2,500	\$
Total Leveraged/ARPA funds:*	\$822,280	\$1,231,320
Cost Per Unit:	\$146,686	X 14 units=
Total Project Cost:	\$2,053,600	

*Community of Hope will be financing the \$600,000 to be able to complete the project.

ATTACHMENT D: REPORTING REQUIREMENTS 0

Below is an example of information that will be requested. There may be additional reporting requirements set by the US Treasury or that the City of Palm Bay identifies during the project.

1. Equity: Describe how you ensure that your program is designed and implemented with equity in mind for disproportionately affected populations. Additional Information – ATTACHMENT E: EQUITY-BASED REQUIREMENT
2. Evidence Based or Evidence Producing: If the project is an **evidence-based** practice, identify the source(s), the level of evidence, and explain how this project incorporates this principle.

If the project is an **evidence-producing** practice, identify related source(s) of your hypothesis and state your hypothesis clearly. Outline how evidence will be collected to validate that it presents as evidence-producing.

Additional Information – ATTACHMENT F: EVIDENCE-BASED REQUIREMENT
See Treasury's Compliance and Reporting Guidance State and Local Fiscal Recovery Fund, <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

3. Quarterly Reporting:

Schedule: Reporting due for Subrecipient.

Reporting Periods	Notes
Award Start Date – November 17, 2022	Due 15 working days after end of quarter
October 1, 2022 – December 31, 2022	
January 1, 2023 – March 31, 2023	
April 1, 2023 – June 30, 2023	
July 1, 2023 – September 30, 2023	
October 1, 2023 – December 31, 2023	
Close Out Report	Due January 15, 2024

Expenditure Summary

Reimbursement requests will detail expenditures. This project will report expenditures after reimbursement requests are approved and payment is distributed. The City of Palm Bay will report project expenditures to US Treasury quarterly.

A. Disadvantaged Communities Summary (If applicable report quarterly)

How much of the grant has been expended to serve disadvantaged communities through program or service that is provided at a physical location in a Qualified Census Tract (for multi-site projects, if a majority of sites are within Qualified Census Tract);

How much of the grant has been expended to serve disadvantaged communities through program or service where the primary intended beneficiaries live within a Qualified Census Tract;
How much of the grant has been expended to serve disadvantaged communities through program or service for which the eligibility criteria are such that the primary intended beneficiaries earn less than 60 percent of the median income for the relevant jurisdiction (e.g., State, county, metropolitan area, or other jurisdiction); or
How much of the grant has been expended to serve disadvantaged communities through program or service for which the eligibility criteria are such that over 25 percent of intended beneficiaries are below the federal poverty line.

B. Performance Success Summary

Project Status: Choice <ul style="list-style-type: none"> • Not Started • Completed less than 50 percent • Completed 50 percent or more • Completed
Provide a success story or summary of successes from this program that can be shared publicly. Always protect the privacy of beneficiaries. This will be requested quarterly, but the Subrecipient only needs to share one story during the project.
Provide a report of key outputs for the past period [between _____ and _____]. Indicate baseline and goal. Project status as a % complete. Number of lots where project infrastructure development site work has commenced. Number of lots where project infrastructure development site work is complete. Number of lots ready for housing construction
Provide a report of key outcomes for the past period [between _____ and _____]. Indicate baseline and goal Complete acquisition and rehabilitation of 1400 & 1403 Baytree Dr. NE, Palm Bay FL 32905.

ATTACHMENT E: EQUITY-BASED REQUIREMENT

Below is an example of information that will be requested. There may be additional reporting requirements that the US Treasury requires, or the City of Palm Bay identifies during the project.

Equity: Describe how you ensure that your program is designed and implemented with equity in mind for disproportionately affected populations. Address the following:

- a. Goals: Are there particular historically underserved, marginalized, or adversely affected groups that you intend to serve within your jurisdiction?
- b. Awareness: How do you market the program to the City of Palm Bay residents with equity in mind? How equal and practical is the ability for residents or businesses to become aware of the services funded by the SLFRF?
- c. Access and Distribution: Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?
- d. Outcomes: Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective?

ATTACHMENT F: EVIDENCE-BASED REQUIREMENTS

Subrecipients must briefly describe the goals of the project, and the evidence base for the interventions funded by the project.

- a) Demonstrate that the intervention is implemented as a program evaluation, see OMB M-20-12. "Recipients are exempt from reporting on evidence-based interventions in cases where a program evaluation is being conducted. Criteria requires the recipient to:

Required

- i. describe the evaluation design including whether it is a randomized or quasi experimental design;
- ii. state the key research questions being evaluated;
- iii. describe whether the study has sufficient statistical power to disaggregate outcomes by demographics;
- iv. post the evaluation publicly and link to the completed evaluation in the Recovery Plan;
- v. describe the timeframe for the completion of the evaluation (including a link to completed evaluation if relevant)
- vi. after sufficient evidence of efficacy has been provided, determine whether the spending for the evaluated interventions should be counted towards the dollar amount categorized as evidence-based for the relevant project
- vii. Recipient may be selected to participate in a nation evaluation which would study the project along with similar projects.

Encouraged

- viii. Consider how a Learning Agenda, either narrowly focused on SLFRF or broadly focused on the recipient's broader policy agenda, could support their overarching evaluation efforts in order to create an evidence-building strategy for their jurisdiction. See OMB M-19-23
- b) Strong Evidence-based interventions- Is the intervention, based on a "well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes".
 - i. If yes, identify the program as "Strong Evidence Based", cite the study, summarize the findings, and provide the associations to the City program.
 - c) Moderate evidence-based interventions – the intervention is based on one or more quasi-experimental studies with positive findings on one or more intended outcomes OR two or more non-experimental studies with positive findings on one or more intended outcomes.
 - d) Preliminary evidence – the intervention is based on conclusions drawn from a non-experimental study which demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn and improve program operations would constitute preliminary evidence. Examples of research that meet the standards include: (1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries' responses at the end of the program. (2) pre- and post-test research that determines whether beneficiaries have improved on an intended outcome.

Exhibit 1: Land/Site Development Progress Report

Due monthly by the 20th of the following month. Provide detailed information on the progress of the project, including, but not limited to:

- Design Modifications
- Development Order/Permitting Process
- Narrative Indicating Type of Work Completed During the Reporting Period
- Land/Site Development Change Orders

Developer: _____

Contract No.:

Activity: _____

Reporting Period: __/__/__ to __/__/__

For this reporting period, provide a brief summary of activities completed and any accomplishments achieved.

PROVIDER hereby certifies that all information reported in this exhibit has been collected and reported in compliance with all applicable statutes and regulations, and in accordance with the approved City contract.

Signed by: _____ Date _____

EXHIBIT 2: STATEMENT OF WORK – SITE DEVELOPMENT PROJECT

1. Description of Project:

Community of Hope, Inc. will utilize ARPA funds to address the issue of affordable housing in the City of Palm Bay, to acquire the property located at-

1400 and 1430 Baytree Dr. NE, Palm Bay FL 32905.

This property is a 14-unit, multi-family apartment complex, that will be used as transitional (temporary) housing for the residents of Palm Bay. Long-term affordable housing investments with ARPA funds will require affordability covenants of 20-years, for all 14 units.

- a. Site Control: Community of Hope, Inc.
- b. Land/Site Development Management:
 - i. Acquisition: December 2022
 - ii. Rehabilitation/ Construction Start: January 2023
 - iii. Completion Date: November 2024
 - iv. Occupancy Date: December 2024

2. Type of Contract: Line Item

3. Items or services to be funded by ARP funds: eligible soft costs, acquisition, rehabilitation.