



**SHIP REHABILITATION AGREEMENT
BETWEEN
THE CITY OF PALM BAY, FLORIDA AND
SOUTH BREVARD WOMEN'S CENTER, INC.**

THIS AGREEMENT, entered into this _____ day of _____, 2024 by and between the City of Palm Bay, a municipal corporation (herein referred to as "City"), and South Brevard Women's Center, Inc., (SBWC) a private non-profit organization (hereinafter referred to as "the Agency").

WITNESSETH

WHEREAS, the City of Palm Bay has adopted a Local Housing Assistance Plan (the LHAP) for fiscal years 2023-2026, in accordance with Rule Chapter 67-37, Florida Administrative Code, as a part of the SHIP Program which contains a Rental Housing Development strategy (Rental Development) to provide funding for the rehabilitation of affordable rental housing with State Housing Initiative Partnership (SHIP) program funds; and

WHEREAS, the SHIP program as stated in Florida Statute 420.907-420.9079 as now in effect and as maybe amended from time to time, govern and constitute a part of this Agreement by reference; and

WHEREAS, the City has determined the services to be provided by the Agency comply with the statues governing the expenditure of SHIP funds from SFY 22/23; and

WHEREAS, on April 18, 2024, City Council of the City of Palm Bay allocated \$270,802.00 of SHIP funding to the Agency for the rehabilitation of four (4) Transitional Housing Units for Victims of Domestic Violence facilities located at [REDACTED] and

WHEREAS, the Agency's Rehabilitation of [REDACTED] hereinafter referred to as the "Project;" will benefit households at or below 80% of the Area Median Income (AMI) also referred to as Low-Income (LOW) who are victims of domestic violence, considered a special needs category; and

NOW THEREFORE, in consideration of the mutual covenants and obligations contained, including the attachments, and subject to the terms and conditions hereinafter stated, the parties mutually understand and agree as follows:

SECTION I. Definitions:

Accessibility: Section 504 Section of the Handicapped Accessibility/Architectural Barriers Act that requires all public buildings to be designed, constructed, or renovated to provide access for physically handicapped persons.

“Adjusted for family size” means adjusted in a manner that results in an income eligibility level that is lower for households having fewer than four people, or higher for households having more than four people, than the base income eligibility determined as provided in subsection (20), subsection (21), or subsection (30), based upon a formula established by the United States Department of Housing and Urban Development.

“Affordable” means that monthly rents or monthly mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in subsection (20), subsection (21), or subsection (30). However, it is not the intent to limit an individual household’s ability to devote more than 30 percent of its income for housing, and housing for which a household devotes more than 30 percent of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30 percent benchmark. The term also includes housing provided by a not-for-profit corporation that derives at least 75 percent of its annual revenues from contracts or services provided to a state or federal agency for low-income persons and low-income households; that provides supportive housing for persons who suffer from mental health issues, substance abuse, or domestic violence; and that provides on-premises social and community support services relating to job training, life skills training, alcohol and substance abuse disorders, child care, and client case management.

“Annual gross income” means annual income as defined under the Section 8 housing assistance payments programs in 24 C.F.R. part 5; annual income as reported under the census long form for the recent available decennial census; or adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 for individual federal annual income tax purposes or as defined by standard practices used in the lending industry as detailed in the local housing assistance plan and approved by the corporation. Counties and eligible municipalities shall calculate income by annualizing verified sources of income for the household as the amount of income to be received in a household during the 12 months following the effective date of the determination.

“Assisted housing” or “assisted housing development” means a rental housing development, including rental housing in a mixed-use development, that received or currently receives funding from any federal or state housing program.

“Award” means a loan, grant, or subsidy funded wholly or partially by the local housing assistance trust fund.

“Corporation” means the Florida Housing Finance Corporation.

“Eligible housing” means any real and personal property located within the county or the eligible municipality which is designed and intended for the primary purpose of providing decent, safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under chapter 553, or manufactured housing constructed after June 1994 and installed in accordance with the installation standards for mobile or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles, for home ownership or rental for eligible persons as designated by each county or eligible municipality participating in the State Housing Initiatives Partnership Program.

“Eligible municipality” means a municipality that is eligible for federal community development block grant entitlement moneys as an entitlement community identified in 24 C.F.R. s. 570, subpart D, Entitlement Grants, or a non-entitlement municipality that is receiving local housing distribution funds under an interlocal agreement that provides for possession and administrative control of funds to be transferred to the non-entitlement municipality. An eligible municipality that defers its participation in community development block grants does not affect its eligibility for participation in the State Housing Initiatives Partnership Program.

“Eligible person” or “eligible household” means one or more natural persons, or a family determined by the county or eligible municipality to be of very low income, low income, or moderate income according to the income limits adjusted to family size published annually by the United States Department of Housing and Urban Development based upon the annual gross income of the household.

“Eligible sponsor” means a person or a private or public for-profit or not-for-profit entity that applies for an award under the local housing assistance plan for the purpose of providing eligible housing for eligible persons.

“Extremely Low-Income Household” or “ELI” means one or more natural persons or a family that has a total annual gross household income that does not exceed 30 percent of the area median income adjusted for family size for households within the metropolitan statistical area, the county, or the nonmetropolitan median for the state, whichever is greatest.

“Grant” means an award from the local housing assistance trust fund to an eligible sponsor or eligible person to partially assist in the construction, rehabilitation, or financing of eligible housing or to provide the cost of tenant or ownership qualifications without requirement for repayment as long as the condition of award is maintained.

“Loan” means an award from the local housing assistance trust fund to an eligible sponsor or eligible person to partially finance the acquisition, construction, or rehabilitation of eligible housing with requirement for repayment or provision for forgiveness of repayment if the condition of the award is maintained.

“Local housing assistance plan” means a concise description of the local housing assistance strategies and local housing incentive strategies adopted by local

government resolution with an explanation of the way in which the program meets the requirements of ss. [420.907-420.9079](#) and corporation rule.

“Local housing assistance strategies” means the housing construction, rehabilitation, repair, or finance program implemented by a participating county or eligible municipality with the local housing distribution or other funds deposited into the local housing assistance trust fund.

“Local housing distributions” means the proceeds of the taxes collected under chapter 201 deposited into the Local Government Housing Trust Fund and distributed to counties and eligible municipalities participating in the State Housing Initiatives Partnership Program pursuant to s. [420.9073](#).

“Local housing incentive strategies” means local regulatory reform or incentive programs to encourage or facilitate affordable housing production, which include at a minimum, assurance that permits for affordable housing projects are expedited to a greater degree than other projects, as provided in s. [163.3177\(6\)\(f\)3.](#); an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption; and a schedule for implementing the incentive strategies. Local housing incentive strategies may also include other regulatory reforms, such as those enumerated in s. [420.9076](#) or those recommended by the affordable housing advisory committee in its triennial evaluation of the implementation of affordable housing incentives, and adopted by the local governing body.

“Local housing partnership” means the implementation of the local housing assistance plan in a manner that involves the applicable county or eligible municipality, lending institutions, housing builders and Agency’s, real estate professionals, advocates for low-income persons, community-based housing and service organizations, and providers of professional services relating to affordable housing. The term includes initiatives to provide support services for housing program beneficiaries such as training to prepare persons for the responsibility of homeownership, counseling of tenants, and the establishing of support services such as day care, health care, and transportation.

“Low-income person” or “low-income household” means one or more natural persons or a family that has a total annual gross household income that does not exceed 80 percent of the median annual income adjusted for family size for households within the metropolitan statistical area, the county, or the nonmetropolitan median for the state, whichever amount is greatest. With respect to rental units, the low-income household’s annual income at the time of initial occupancy may not exceed 80 percent of the area’s median income adjusted for family size. While occupying the rental unit, a low-income household’s annual income may increase to an amount not to exceed 140 percent of 80 percent of the area’s median income adjusted for family size.

“LURA” means Land Use Restriction Agreement.

“Moderate-income person” or “moderate-income household” means one or more natural persons or a family that has a total annual gross household income that does not exceed 120 percent of the median annual income adjusted for family size for households within the metropolitan statistical area, the county, or the nonmetropolitan median for the state, whichever is greatest. With respect to rental units, the moderate-income household’s annual income at the time of initial occupancy may not exceed 120 percent of the area’s median income adjusted for family size. While occupying the rental unit, a moderate-income household’s annual income may increase to an amount not to exceed 140 percent of 120 percent of the area’s median income adjusted for family size.

“Preservation” means actions taken to keep rents in existing assisted housing affordable for extremely-low-income, very-low-income, low-income, and moderate-income households while ensuring that the property stays in good physical and financial condition for an extended period.

“Program income” means the proceeds derived from interest earned on or investment of the local housing distribution and other funds deposited into the local housing assistance trust fund, proceeds from loan repayments, recycled funds, and all other income derived from use of funds deposited in the local housing assistance trust fund. It does not include recaptured funds as defined in subsection (27).

“Recaptured funds” means funds that are recouped by a county or eligible municipality in accordance with the recapture provisions of its local housing assistance plan pursuant to s. [420.9075](#)(5)(j) from eligible persons or eligible sponsors, which funds were not used for assistance to an eligible household for an eligible activity, when there is a default on the terms of a grant award or loan award.

“Rent subsidies” means ongoing monthly rental assistance.

“Very-low-income person” or “very-low-income household” means one or more natural persons or a family that has a total annual gross household income that does not exceed 50 percent of the median annual income adjusted for family size for households within the metropolitan statistical area, the county, or the nonmetropolitan median for the state, whichever is greatest. With respect to rental units, the very-low-income household’s annual income at the time of initial occupancy may not exceed 50 percent of the area’s median income adjusted for family size. While occupying the rental unit, a very-low-income household’s annual income may increase to an amount not to exceed 140 percent of 50 percent of the area’s median income adjusted for family size.

SECTION II: USE OF SHIP FUNDS

SCOPE OF SERVICES

SBWC will expend funds in accordance with all SHIP requirements for the rehabilitation of four (4) Transitional Housing units for Victims of Domestic Violence facilities for income eligible households. The rental units will benefit households at or below 80% of the Area Median Income (AMI), also referred to as Low-Income (LOW).

The total amount of rehabilitation will be Two Hundred and Seventy Thousand, Eight Hundred and Two Dollars and 00/100 Cents (\$270,802.00) from FY 22/23 SHIP allocation. SHIP funds must be expended by June 30, 2025.

A. Eligible Use of Funds: funds will be used towards rehabilitation costs of the units that has been approved by the City.

B. Ineligible Uses of Funds: funds may not be used for any SHIP ineligible uses, including non-construction costs and supportive services. Costs, expenses, and items which would be disallowed as supportive services shall include, but not be limited to, back taxes, security or utility deposits, maintenance costs, code enforcement fines and/or liens. Any ineligible expenditure of funds shall not be reimbursed by the City.

The City shall not pay, or reimburse SBWC for any interest charges, late payment charges, or litigation expenses, such as, but not limited to, attorney fees and legal costs SBWC may incur for SBWC's failure to pay any subcontractors and/or supplier in a timely manner as provided for by contract or statute. Any contractor or subcontractor must meet state & local licensing requirements.

SBWC shall submit a written request for a change order to the Community & Economic Development Assistant Director (Director) as needed. The change order shall state the requested changes to the scope of work and the change in cost for the requested change order. The Director will review the request and approve if applicable prior to any work being completed.

SECTION III: PROJECT REQUIREMENTS AWARD PAYMENT

All payments shall be provided to the Agency on a reimbursement basis through a purchase order. The Agency may submit monthly reimbursement requests throughout the project. Project completion is defined as close out of any City permits pulled for the project, as well as confirmation from the City Housing Inspector. The final reimbursement request is due on or before May 31, 2025, for expenses incurred through April 30, 2025. Reimbursement requests must include a certification, signed and dated by an official who is authorized to legally bind the Agency, 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).

The SHIP funds that have been committed are for the rehabilitation of four (4) Transitional Housing Units for Victims of Domestic Violence facilities for income eligible households. The rental units will benefit households at or below 80% of the

Area Median Income (AMI), also referred to as Low-Income (LOW). The dollar figures and expenditure deadlines are as follows:

22/23 SHIP: \$270,802.00 for four (4) Transitional Housing Units for Victims of Domestic Violence

Deadline: May 31, 2025, the Agency must have closed out any City permits pulled for the project, as well as confirmation from the City Housing Inspector that the project is complete.

SBWC and the City of Palm Bay acknowledge and agree to comply with the provisions of the following Exhibits attached hereto, all of which are made part of this agreement.

1. Exhibit A: Project Budget and Narrative
2. Exhibit B: Project Construction Schedule and Draw
3. Exhibit C: Notice of Commencement
4. Exhibit D: Notice to Proceed
5. Exhibit E: Agency Payment Request
6. Exhibit F: Agency Change Order Request
7. Exhibit G: Agency Request for Extension

All of the above Exhibits, which are applicable to this agreement are attached. Funds are considered expended when the assisted Transitional Housing Units have been built. The demographics of the SHIP assisted tenant must be provided to the City, including annual income, number of household members, and age and race of the head of household on an annual basis.

The City shall pay the Agency within **twenty-five (25) working** days from receipt of approved payment request in accordance with the Prompt Payment Act.

GOALS AND PERFORMANCE MEASURES

The Transitional Housing Units for Victims of Domestic Violence shall be rehabilitated and limited to households at or below 80% AMI, also referred to as Low-Income (LOW).

TERMS OF ASSISTANCE

This SHIP assistance is provided as a forgivable loan with a term of 15 years. As required by section 420.9075 (5)(g) of the Florida Statutes, an Agency that offers rental housing for sale before the end of the affordability period must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

The Agency will pay when due all taxes assessments, water rates and other governmental charges, fines, and impositions, of every kind and nature whatsoever, now and hereafter imposed on the mortgaged property, and will pay when due every amount of indebtedness secured by any lien of which the lien of this Mortgage is expressly subject. The Agency will keep all buildings to be rehabilitated on the land

mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies.

SECTION IV: FILE MANAGEMENT AND RECORD RETENTION

1. SBWC shall have separate files maintained for every applicant regardless of whether the tenant application request was approved or denied. Documents should be secured within the file and should be organized systematically. For instance, section one could hold the household's income eligibility information, section two can hold legal documents such as tenant lease, and another section may be designated for information on the unit, such as information on monthly maintenance and inspections.
2. Record Retention: As per the Florida Department of State, local governments are required to retain an applicant's records and other relevant documentation for (5) five fiscal years after funds have been expended and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released. Records must be kept for five years or for five years after the loan has been satisfied, whichever is later.
3. For more information, see "The General Schedule for Local Governments GS1-L" located at the Florida Department of State's web site www.dos.state.fl.us Click on the link for "Library and Info. Services."
4. The minimum requirements for documentation of award depend upon the type of assistance awarded and the funding sources. For instance, units that have received funding for construction require documentation that is fairly extensive for all aspects of the construction process.
5. Every file should contain a section of notes and a file checklist, which tracks the efforts and progress of obtaining necessary documents. The checklist is a useful tool for all persons who must have access to the file. However, this checklist may be modified to accommodate a local government's need for additional documentation.
6. Sponsor-Agency's who are awarded funds have the responsibility for maintaining clear and accurate files on project recipients and activities. The City of Palm Bay will monitor the sponsor-Agency's files on a regular basis to ensure that all information is collected that will be needed for reporting. The local government housing administrator should also review the file documentation to ensure that assistance is awarded to eligible persons and that all project activities conform to program requirements.
7. SBWC's property manager and staff will attend SHIP training and workshops so that they can carry out the program in accordance with the statutory requirements, including SHIP income certification training.
8. All other housing records that document the award or expenditure of SHIP funds must be retained for 5 fiscal years after the funds have been expended and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released. This means that for cases that were assisted you must retain all records no less than 5 years after the loan has been satisfied, provided audits have been released, whichever is later.
9. Housing records of this type include but are not limited to applications; program and set-aside records; housing agreements; income verifications and other records required by s. 420.907-9079, F.S., and Rule 67-37, F.A.C.

10. Records must be retained in electronic form. The standards used must comply with the Florida Administrative Code. The City of Palm Bay will have a record retention policy and will be able to provide SBWC with guidance on local record retention requirements. The City of Palm Bay may have stricter record retention requirements than the State.

Public Records: Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Agency of the request and the Agency shall provide the records to the City or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the City can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Agency may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Resolution No. 2013-30, Policy for the Inspection or Copying of Public Records, incorporated herein by this reference. A copy of this policy is available upon request from the City's public records custodian designated below.

If the Agency fails to provide the requested public records to the City within a reasonable time, the Agency may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. The Agency's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If the Agency claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

Should the City face any legal action to enforce inspection or production of the records within the Agency's possession and control, the Agency agrees to indemnify the City for all damages and expenses, including attorney's fees and costs. The Agency shall hire and compensate attorney(s) to represent the Agency and City in defending such action. The Agency shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

If the Agency has questions regarding the application of Chapter 119, Florida Statutes, to the Agency's duty to provide public records relating to this contract, contact the custodian of public records City Clerk's office at cityclerk@palmbayflorida.org – at 120 Malabar Rd. SE, Palm Bay, Florida 32907 at (321) 952-3414.

Enforcement of Agreement: This Agreement will be enforceable pursuant to the terms herein, the provisions of all exhibits hereto, and all legal and equitable remedies available to the parties pursuant to local, state, and federal law.

The affordability requirements of section 420.9075 (5)(g) of the Florida Statutes shall be enforced by the conditions contained in Section III of this Agreement. If the Agency is unable to complete the project in accordance with the terms of this

Agreement, the Agency shall immediately notify the City in writing.

Failure to comply with the terms and obligations set forth in this SHIP Agreement and related documents for the entirety of the Affordability Period shall constitute default of this SHIP Agreement. After the City has given the Agency due notice of such non-compliance, and if the Agency should fail to cure such noncompliance within 30 days of such notice, or such longer period of time as agreed to in writing by City, then City shall be entitled to require the Agency to repay the entirety of the SHIP Loan within 30 calendar days of the City's request for such repayment, notwithstanding any term to the contrary in the SHIP Agreement, or any other related document, and in addition to remedies set forth therein.

The loan for the project as to both principal and three (3) percent interest shall be assumable upon project sale, transfer or refinancing if the proposed Owner of the project is an eligible nonprofit organization and/or eligible low-income homebuyer as approved by the City. The proposed Owner of the project agrees to maintain the unit and other requirements of the SHIP Program for the period originally specified, 15-year affordability.

In the event Owner proposes to sell or transfer the Project, the City reserves the first right of refusal for the purchase at the current market value minus SHIP funds awarded. Owners shall send notice to the City of the Owners intent to sell or transfer the project via certified mail, return receipt requested. The City shall have 180 days from the date of receipt of the notice in order to provide the Owner written acceptance or refusal of the offer. Furthermore, in the event of a sale during the affordability period (voluntary or involuntary), in accordance with the recapture provision [420.9075\(5\)\(j\)](#) applies. In the event the Agency is not able to sell the property, the Agency, would be responsible to repay the entirety of the SHIP funds.

SECTION V: DURATION OF AGREEMENT

The Affordability Period is fifteen (15) years and will start after Project completion and closeout, which includes close out of any City permits pulled for the project, as well as confirmation from the City Housing Inspector that the project is complete. If the Project is completed sooner than completion date, the City will notify the Agency in writing as to the revised completion date and beginning of the Affordability Period. This Agreement shall become effective on the date executed and shall be binding on the City and the Agency.

SECTION VI: PROGRAM REQUIREMENTS

- A. Grant Administration:** It is understood by the parties to this Agreement that the City is responsible of the SHIP funds and has final responsibility and authority in the administration of SHIP funds within the boundaries of the City. This responsibility and authority extends to ensuring that SHIP funds are expended by the non-profit agency, the Agency, and all other program requirements to determine the adequacy of performance under the agreement and procurement contracts. The parties to this Agreement shall cooperate

with and take appropriate action to correct performance problems and address concerns raised by the State Housing Initiative Partnership (SHIP) program.

B. Fair Housing Act: The Agency will ensure to inform all clients and potential clients by marketing and advertising of the Fair Housing Act.

“The SHIP program does not discriminate against any class of potential applicants. All persons are treated equally when serving affordable housing needs. That the Fair Housing Act is adhered to. The Act is the term commonly used to describe the provisions of Title VIII of the Civil Rights Act of 1968, as amended in 1988. The Act which states that it is unlawful to discriminate on the basis of race, color, religion, sex/gender, familial status, national origin, or handicap is followed. That the Florida Statute ss.760.20-760.37 which prohibits discrimination on the basis of marital status, and age in the award application process for eligible housing is adhered to. An informed applicant will help minimize future misunderstandings. To this end, applicants should be informed early in the process of the program’s income limits, benefits, stipulations for assistance, repayment terms (if applicable) and anticipated timeline from application to assistance.”

C. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing. In addition, the Agency and anyone under their employment shall comply with all applicable rules, regulations and promulgation’s thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. The Agency shall maintain a working environment free of discrimination or unwelcome actions of a personal nature. As applicable, the Agency shall implement the intent of this clause with the same degree of application being encouraged. When applicable, the Agency shall comply with all new federal and state EEO Regulations. The City is an Equal Employment Opportunity (EEO) employer and as such encourages the Agency to voluntarily comply with EEO regulations.

The Agency agrees **to post** in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination requirement. **The Agency agrees to affirmatively further fair housing.**

D. Drug Free Workplace: The Agency agrees to administer, in good faith, a policy designed to assure the workplace is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

E. Religious and Political Activities: The Agency will not require attendance at religious services, engage in proselytizing or require religious instruction as a condition of providing services. Funds provided for in this Agreement will not be utilized for religious activities, religious interests or as benefit to a religious organization. No funds provided under this Agreement, nor personnel

employed by the Agency, shall engage in the conduct of political activities in violation of Chapter 15 of Title V United States Code (Hatch Act).

F. Handicap Accessibility: The Agency should comply with Section 504 within the common areas of the building, and for the project. Additionally, the SHIP unit should have Universal Design and Visitability standards to accommodate current or future wheelchair-bound inhabitants.

G. Conflict of Interest: The Agency shall not engage the services of any person or persons now employed by the City, including any department, agency board or commission thereof, or within one year of employment to provide services relating to this contract without written consent from the City. The Agency shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The Agency shall not award a contract or subcontract under this agreement to any company who the Agency has a financial or any other interest in, including but not limited to employing an employee, an employee of the Agency or any member of an employee's, agents, or officer's immediate family of the Agency's employee, including officers, employees, agents, consultants or elected or appointed officials. The Agency and/or any of the aforementioned entities may not occupy a unit unless approved by the City.

H. Indemnification: The Agency shall indemnify, defend, and save harmless the City and all of its agents, officers and employees from all liability, and claims, demands, damages and costs of every kind and nature, including attorneys' fees at trial or appellate levels, and all court costs arising out of injury to or death of persons (including the Agency's employees and agents), and damage to any and all property including loss of use thereof, resulting from or in any manner, arising out of or in connection with error(s), omission(s), negligent act(s), failure to comply with prevailing local, state, federal law or regulations, intentional torts, criminal acts or other wrongs connected with activities of work by or services provided under this Agreement by its agents, servants, or employees, excepting only liability resulting from the sole negligence of the City. The Agency shall upon request from the City, defend and satisfy any and all suits arising from any error(s), omission(s), negligent act(s), failures, intentional torts, criminal acts or other wrongdoing in connection with its performance under this Agreement. The remedies afforded to the City by this clause are cumulative with, and in no way affect, any other legal remedy the City may have under this Agreement or at law. This indemnification shall survive termination of this Agreement, in whole or in part and shall also remain in full force and effect upon Agency's completion of all work as required of it hereunder.

COMPLIANCE MONITORING

Space Coast Commons must be in compliance with the rules and regulations of the State Housing Initiatives Partnership Program as authorized by Florida Statutes,

Chapter 420.907 and the City's Agreement and the Florida Administrative Code 67-37, and in particular related to:

- a. SHIP Income Limits/ Rent limits.
- b. SHIP Demographic Reporting (page 3 of the resident income certification form, RIC)

Income Limits / Rent Limits / RIC:

Income limits are based on each Metropolitan Statistical Area (MSA) and adjusted for household size (number of residents in a household). The current and past years income limits can be found at:

<http://www.floridahousing.org/owners-and-managers/compliance/income-limits>

Rent limits for each county can be found at: <http://www.floridahousing.org/owners-and-managers/compliance/rent-limits>

Residential Income Certification (RIC) form can be found at: [rental-income-certification-form.docx \(live.com\)](http://www.floridahousing.org/owners-and-managers/compliance/rental-income-certification-form.docx)

The Agency must remain in contact with the Community & Economic Development Department during the SHIP affordability period and must remain in compliance with SHIP requirements. The manager must stay updated on income qualification training by completing re-training at least annually.

Once annually on or about August 15th Community & Economic Development Department staff will conduct a monitoring visit to review income compliance, client file and affordability of rental housing costs, as well as complete an inspection of the physical condition of the SHIP assisted unit and the overall property once every three (3) years.

30 Days prior to this monitoring visit, the City will reach out to the Agency to provide a notification of the monitoring and confirm a date and time.

The City will advise in writing if the monitoring will be on-site or a desk review. After completion of the monitoring an exit conference will be conducted to review the Monitoring report. The Agency will have 30-days to respond to the monitoring report. If applicable, corrective action/follow up plan will be submitted to the City's Housing Staff.

The Agency shall maintain the following documents in the tenant file:

- Applicant intake forms, including Acknowledgment of Program Rules and of SHIP terms signed by beneficiary.
- A completed annual certification or re-certification of income eligibility for each SHIP assisted rental unit, using the State's residential income certification

(RIC) form. The RIC form should be signed and dated by the tenant and Agency staff.

- Supporting documentation for the tenant file should include, required verification of household income and assets, i.e., bank statements, paystubs, and/or 3rd party verification.
- Certificate of Hazard Insurance naming the City of Palm Bay as co-insured.
- A current annual lease, signed and dated by the tenant and Agency staff. Lease provision shall refer to the Florida Residential Landlord and Tenant Act (Chapter 83, Part II of the Florida Statutes).
- Rent Ledger showing the date of rent payment and late fees if applicable.
- Letters to the Tenant advising of physical unit inspections.
- Late notices, eviction notices, and/or evictions.

Financial Inspections: Housing staff will also review the Agency's annual audit and accounts of the project to ensure the project is maintaining a revenue stream and is able to pay debt and provide for long-term viability. The Agency shall maintain a financial tracking system to show revenue and expenditures.

Program Income: Any program income (PI) directly generated from the use of SHIP funds during the project affordability period shall be reported by the Agency to the City and shall be retained by the Agency to support operational expenses of the unit. The use of program income by the Agency shall comply with the SHIP statute. Program income is required reporting for SHIP compliance. If the Agency does not use the program income annually by June 30, it will be required to transfer the PI to the City's Community & Economic Development Department. Housing staff will be responsible to report program income on the SHIP Annual Report.

Insurances: SBWC shall at their own expense, keep in force and at all times maintain, during the construction and then during the term of this Agreement, the insurance as listed below. SBWC will also be responsible for any losses incurred due to theft, vandalism or any other related losses until which time the property is sold.

A certificate of this coverage is to be submitted to the City's Housing & Community Development Division within ten (10) days from the date of the execution of this Agreement. The certificate of insurance shall reflect the City of Palm Bay as additional insured during the affordability period. This insurance requirement shall not relieve or limit the liability of SBWC nor does the City represent that this type of insurance is sufficient or adequate to protect SBWC's interest or liabilities, but merely a minimum.

- a. General Liability Insurance: General Liability Insurance issued by responsible insurance companies, and in a form acceptable to the City, with combined single limits of not less than One Million Dollars \$1,000,000.00 for Bodily Injury and Property Damage per occurrence.
- b. Directors and Officers Insurance: Directors and Officers coverage with minimum limits of One Million Dollars \$1,000,000.00.

- c. Workers' Compensation Coverage: Full and complete Workers' Compensation Coverage, as required by the State of Florida law shall be provided.
- d. Builders Risk Insurance: Loss limits shall be equal to the value of the construction project, if applicable, in an amount no less than \$250,000 per occurrence.
- e. Insurance Certificates: SBWC shall provide the City with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Liability Policies shall provide that the City be an additional insured. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies, at least thirty days prior to the effective date of said action. Responsible companies who are acceptable to the City and licensed and authorized under the laws of the State of Florida shall issue all insurance policies. SBWC shall ensure that its insurance of its contracted agents is adequate and sufficient to cover the activities performed under this agreement and that the insurance requirements upon all SBWC conform to and comply with all applicable local, state and/or federal requirements.

SECTION VII: General Conditions

1. Amendments/Modifications to Contract

This agreement, together with any attachments, task assignments and schedules constitute the entire agreement between the City and the Agency and supersedes all prior written or oral agreements or understandings. This agreement and any attachments, task assignments and schedules may only be amended, supplemented, or cancelled by a written instrument duly executed by the parties hereto. The City Manager or designee shall have authority to execute all amendments and/or modifications to this Agreement.

2. Attorney's Fees

In the event of any legal action to enforce the terms of this agreement, each party shall bear its own attorney's fees and costs.

3. Governing Law

This agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

4. Compliance with Statutes

It shall be the Agency's responsibility to comply with all federal, state, and local laws including, but not limited to, Florida Housing Finance Corporation SHIP Program Requirements, and all applicable City of Palm Bay Ordinances.

5. Venue

Venue for any legal action by any party to this agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

6. Assignments

The Agency shall not assign any portion of the agreement without written permission of the City.

7. Remedies/Suspension and Termination

The City may suspend or terminate this Agreement in whole or in part if the Agency fails to comply with any terms and conditions of this Agreement or upon the occurrence of any event of default as defined herein in or any other breach of this Agreement. The City can withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Agreement, statutory or common law, or at equity. If the City terminates this Agreement, the Agency shall also forfeit to the City all unexpended monies awarded under the Agreement. The Agency may also be required to refund all grant funds awarded by the City.

The City can terminate the Agreement with the consent of the Agency in which case the Agency and the City must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated. The Agreement may also be terminated by the Agency or the City with written notification setting forth the reason for such termination, the effective date and in the case of partial termination, the portion to be terminated. However, if the City determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety. If this award is terminated or partially terminated, the Agency remains responsible for compliance with the closeout requirements and post-closeout requirements.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

If the Agency fails or refuses to perform any of the provisions of this Agreement (hereinafter defined as a "breach"), the City shall give the Agency written notice of the existence and nature of the breach and the Agency shall have the opportunity to correct such breach within thirty days of receipt of such notice. If the Agency fails to cure the breach within the thirty-day period, the City may immediately terminate this Agreement by sending written Notice of Termination to the Agency and such termination shall be effective upon the Agency's receipt of the written Notice of Termination.

Any work completed or services provided prior to the date of termination shall, at the option of the City, become the property of the City. The City shall be responsible only for payment for services provided prior to the effective date of termination. The City may also terminate this Agreement with twenty-four hours written notice based upon the availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the City of Palm Bay's Director of Community & Economic Development Department.

If applicable, if the Agency is providing services for another Entity, in accordance with the terms and requirements of this Agreement, the Agency and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Agency will be providing. In the event the contract between the Agency and entity is terminated, cancelled, or otherwise because unenforceable, this contract shall be immediately terminated. The City shall send the Agency a Notice of Termination effective the same date as the termination date of the contract between the Agency and entity. The Agency shall receive payment for all work performed up to the date of the termination of the contract between the Agency and the City.

8. Independent Contractor

The Agency shall perform under the terms of this agreement as an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in the agreement shall be interpreted or construed to constitute the Agency or any of its agents or employees to be the agent, employee, or representative of the City.

9. Right to Audit

In the performance of this agreement, the Agency shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this agreement shall be open to inspection by an authorized representative of the City and shall be retained by the Agency for the entire term of this agreement in accordance with Section IV. File Management and Record Retention. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs, or other materials produced, in whole or in part for the benefit and use of the City, under this Agreement, shall be subject to copyright by the Agency in the United States or any other country.

10. Audits

The Agency shall submit to the City a copy of the audit annually, and all related responses within one hundred twenty days after termination of this agreement. If unable to meet the audit deadline, The Agency shall submit a written request for an extension approval by the Director to the following address:

Community & Economic Development Department
Ibis Berardi, Assistant Director
120 Malabar Road. SE
Palm Bay, Florida 32907

11. Unauthorized Alien Workers

The City will not intentionally award publicly funded contracts to organizations who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act (INA)). The City shall consider the Agency's intentional employment of unauthorized aliens as grounds for immediate termination of this agreement.

12. Federal Tax ID Number

The Agency shall provide to the City the Owner's Federal Tax ID Number or, if the Agency is a sole proprietor, a Social Security Number.

13. City Conflict of Interest

The Agency shall not engage the services of any person or persons now employed by the City, including any department, agency board or commission thereof, or within one year of employment to provide services relating to this contract without written consent from the City. The Agency shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The Agency shall not award a contract or subcontract under this agreement to any company who the Agency has a financial or any other interest in, including but not limited to employing an employee, an employee of the Agency or any member of an employee's, agents, or officer's immediate family of the Agency employee, including officers, employees, agents, consultants or elected or appointed officials. The Agency and/or any of the aforementioned entities may not occupy a unit unless approved by the City.

14. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as an owner, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of thirty-six months from the date of being placed on the convicted vendor list.

15. Information Release/Grantor Recognition

All news releases, publicity releases, or advertisements relating to this agreement, or the tasks or projects associated with the project, shall be submitted in writing to the City and be approved in advance of any release or publication. Releases shall identify the funding entity as well as the funding source.

The Agency shall insure recognition of the role of Florida Housing Finance Corporation's SHIP funds in partnership with the City of Palm Bay in carrying out the Project. In all notices relative to the Project, funding through this Agreement shall identify **the State Housing Initiatives Partnership Program (SHIP) funds**. This shall include a display at the entrance of the construction site during the entire construction period to advise the public of project funding.

16. Debarment and Suspension

The City will not intentionally award contracts to any agency and/or subcontractors that:

- a. Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local Department or agency.
- b. Have, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b above; and
- d. Have, within a three-year period preceding this application/ proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

17. E-Verify

The City shall not enter into, or renew, a contract for goods or services with a contractor that is not enrolled in E-Verify. Any contractor providing goods or services to the City shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.

- a. The City shall verify the Agency's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. A contractor whose participation cannot be verified on the Department of Homeland Security's E-Verify Website shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
- b. The Agency shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 contract term; and
- c. The Agency must meet this requirement, unless:
 - 1) the contract is solely for goods-based procurement where no services are provided; or
 - 2) where the requirement is waived by the Palm Bay City Council.
 - 3) the contract is being executed with a Sole Proprietor who does not hire employees and therefore not required to file

a Department of Homeland Security Form I-9 (which is the necessary document used for performing an E-Verify search); or

- 4) the contract is being executed with a company based outside of the United States of America and does not have a corporation or office located within the United States of America and does not employ any United States of America citizens.
- d. 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.
 - e. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

SECTION VIII: Construction of Agreement

The parties hereby acknowledge that they fully reviewed this agreement and its attachments and have had an opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this agreement.

SECTION IX: Notices

All notices required or permitted by this agreement shall be in writing and shall be deemed delivered upon hand delivery, or three days following deposit in the United States Postal System, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

FOR THE CITY:

Community & Economic Development Department
Ibis Berardi, Assistant Director
120 Malabar Road. SE
Palm Bay, Florida 32907
321-726-2792

FOR NON-PROFIT:

South Brevard Women's Center, Inc.
Stephanie Husted, Executive Director
1565 Sarno Rd, Suite C
Melbourne, Florida 32935
321-499-6531

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

SOUTH BREVARD WOMEN'S CENTER, INC., a Florida not-for-profit corporation

Witness: _____
Printed Name: _____
Address: _____

(Business Address)

By: _____
Stephanie Husted, Executive Director

Witness: _____
Printed Name: _____
Address: _____

(Business Address)

Address: 1565 Sarno Rd, Suite C
Melbourne, Florida 32935

**STATE OF FLORIDA
COUNTY OF BREVARD**

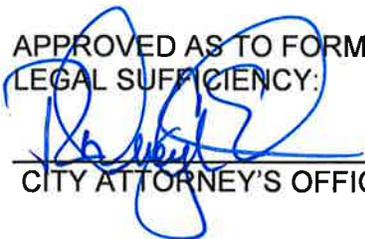
SWORN to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024 by _____ who is personally known to me or did produce _____ as identification.

NOTARY SEAL/STAMP: _____
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES ON: _____

Attest: _____
City Clerk

By _____
Suzanne Sherman, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



CITY ATTORNEY'S OFFICE

EXHIBIT "A"
Project Budget & Narrative

The total SHIP funds allocated to the Project shall not exceed \$270,802.00. The projected sources and uses of funds are as follows:

| Unit Transitional Housing for Victims of Domestic Violence Renovation Project | | | | |
|--|-----------------|------------|-----------------|---------------|
| Item | Quantity Needed | Total Cost | Funding Request | Other Sources |
| Central HVAC System - Units, Returns, and Ductwork | 4 | 30,000.00 | 30,000.00 | |
| Exterior Siding - Remove and replace with Hardie Board | 1 | 60,000.00 | 60,000.00 | |
| Stairs - New hardware | 1 | 800.00 | 800.00 | - |
| Interior sheetrock drywall replacement | 1 | 8,000.00 | 8,000.00 | - |
| Interior paint and prep | 4 | 9,600.00 | 9,600.00 | - |
| Plumbing audit and upgrade | 4 | 2,000.00 | 2,000.00 | - |
| New Breaker Panels | 4 | 9,600.00 | 9,600.00 | - |
| Rewiring | 4 | 9,000.00 | 9,000.00 | - |
| Insulation Install in Attic | 4 | 12,000.00 | 12,000.00 | - |
| Smoke Det./Hardwired - 3 per unit | 12 | 3,600.00 | 3,600.00 | - |
| Steel Entry Doors - Painted | 4 | 2,400.00 | 2,400.00 | - |
| Kitchen Cabinets - wood base | 4 | 8,000.00 | 8,000.00 | - |
| Kitchen Cabinets - wood wall | 4 | 8,000.00 | 8,000.00 | - |
| Kitchen Countertops - Solid surface | 4 | 6,400.00 | 6,400.00 | - |
| Kitchen Sink with Faucet | 4 | 2,000.00 | 2,000.00 | - |
| Refrigerator Frost free | 4 | 4,800.00 | 4,800.00 | - |
| Stove - glass top, | 4 | | | - |

| | | | | |
|---|----|-------------------|-------------------|----------|
| electric, self-cleaning | | 4,800.00 | 4,800.00 | |
| Bathroom Accessory Set | 4 | 3,200.00 | 3,200.00 | - |
| Bathroom Vanity+ Faucet - ADA | 4 | 8,000.00 | 8,000.00 | - |
| Medicine Cabinet Recessed with Mirror | 4 | 1,100.00 | 1,100.00 | - |
| Commode (ADA) | 4 | 2,000.00 | 2,000.00 | - |
| Grab bar along Commode | 4 | 1,000.00 | 1,000.00 | - |
| Bathtub Insert w/ grab bar | 4 | 1,000.00 | 1,000.00 | - |
| Floor covering - Remove and replace with ceramic tile | 4 | 3,400.00 | 3,400.00 | - |
| Closet shelving | 8 | 1,600.00 | 1,600.00 | - |
| Closet doors | 12 | 4,300.00 | 4,300.00 | - |
| Interior doors- Prehung Painted | 16 | 5,120.00 | 5,120.00 | - |
| Floor and door molding | 4 | 9,600.00 | 9,600.00 | - |
| Ceiling Fan with Light Kit - wall control | 24 | 4,000.00 | 4,000.00 | - |
| Entrance Light mounted at door entrance | 4 | 600.00 | 600.00 | - |
| Lighting fixtures/Kitchen, Hall, Bath, Laundry | 16 | 2,400.00 | 2,400.00 | - |
| Bath exhaust fan | 4 | 1,200.00 | 1,200.00 | - |
| Window treatments/blinds | 16 | 1,600.00 | 1,600.00 | - |
| Security System | 1 | 6,000.00 | 6,000.00 | - |
| Interior demolition | 4 | 1,000.00 | 1,000.00 | - |
| Dump fees | 1 | 2,000.00 | 2,000.00 | - |
| Portable Toilet | 1 | 1,200.00 | 1,200.00 | - |
| Final Clean | 1 | 2,000.00 | 2,000.00 | - |
| Subtotal | | 243,320.00 | 243,320.00 | - |

| | | | | |
|----------------------------|--|-------------------|-------------------|-----------------|
| Contingency 10% | | 24,332.00 | 24,332.00 | - |
| Architecture & Engineering | | 2,000.00 | 2,000.00 | - |
| Environmental Study | | 2,500.00 | - | 2,500.00 |
| Permits | | 2,500.00 | 1,150.00 | 1,350.00 |
| Survey | | 800.00 | - | 800.00 |
| Legal Advertisement | | 350.00 | - | 350.00 |
| Total | | 275,802.00 | 270,802.00 | 5,000.00 |

Proposed Use Of Funds:

| Description | Requested Amount of SHIP Funds |
|-------------------------------|---------------------------------------|
| TOTAL - REHABILITATION | \$270,802.00 |

Project Narrative

The SHIP funds are for the rehabilitation of four (4) Transitional Housing Units for Victims of Domestic Violence for households at or below 80% of the Area Median Income (AMI), also referred to as Low Income (LOW). SHIP funding year to be used are from SFY 23/24 for a total of \$270,802.00.

Deadline: May 31, 2025, the Agency must have closed out any City permits pulled for the project, as well as confirmation from the City Housing Inspector that the scope of work on the project is complete. Additionally, the Certificate of Occupancy has been issued from the City of Palm Bay Building Department. Finally, SHIP eligible tenants are occupying the units.

The unit rehabilitation shall meet all the requirements outlined below:

1. Low or No-voc paint for all interior walls (Low-voc means 50 grams per liter or less flat paint; 150 grams per liter for non-flat paint).
2. Low-Flat water fixtures in bathrooms -Water Sense Labeled products or the following specifications.
3. Toilet: 1.6 gallons/ flush or less.
4. Faucets: 1.5 gallons/ minute or less.
5. Showerheads: 2.2 gallons/ minute or less.
6. Energy Star qualified refrigerator.
7. Energy Star qualified dishwasher, if provided.
8. Energy Star qualified washing machines, if provided in units.
9. Energy Star qualified exhaust fans in bathrooms.
10. Air Conditioning: Minimum SEER of 1.4 Packaged units are allowed in studios and one-bedroom units with a minimum of 11.7 SEER.

EXHIBIT "B"
Project Construction Schedule

| | Project Benchmark | Number of Days (Months) from Receipt of Funds |
|-----|---|--|
| 1. | Funds Available Purchase Order Processed | May 2024 |
| 2. | Project Start Date | 30 Days after allocation of funds |
| 3. | Final Plan and design phase | 60 Days after allocation of funds |
| 4. | Planning and Zoning permitting | 90 Days after allocation of funds |
| 6. | Building Permits Issued | 120 Days after allocation of funds |
| 9. | Construction is 25% complete | 180 Days after allocation of funds |
| 10. | Construction is 50% complete | 240 Days after allocation of funds |
| 11. | Construction is 75% complete | 300 Days after allocation of funds |
| 12. | Construction complete | 340 Days after allocation of funds |
| 13. | City Final Inspection | 350 Days after allocation of funds |
| 14. | Request for Certification of Occupancy | 360 Days after allocation of funds |
| 15. | Receipt of Certification of Occupancy | 365 Days after allocation of funds |
| 16. | Tenant Occupancy | 365 Days after allocation of funds |
| 17. | Submit final Reimbursement Request | 365 Days after allocation of funds |
| | Total number days (Months) for project | 365 Days after receipt of funds (12 months) |

Project Draw Schedule

| Month/Year | Draw Amount |
|-------------------|---------------------|
| Draw #1 | \$67,700.50 |
| Draw #2 | \$67,700.50 |
| Draw #3 | \$67,700.50 |
| Final Draw | \$67,700.50 |
| Total | \$270,802.00 |

****These are estimated amounts, actual amounts of invoices may vary.***

The Agency may submit reimbursement requests by May 2024, upon a Purchase Order being processed. Draws shall be for rehabilitation related expenses. Project completion is considered when all City building inspections are complete, and permits are released. A copy of the intake file and SHIP income certification for the tenants occupying the unit shall be submitted to the Housing Division.

All release of liens from all contractors, subcontractors, and suppliers are required to be submitted to the Brevard County Clerk of Courts and then the City will approve the final payment.

The reimbursements shall be certified by the Agency. The reimbursement request shall have copies of checks paid to the contractors; inspection finals, and lien releases to contractors, subcontractors, and suppliers for completed work, along with supporting documentation such as invoices and receipts.

The City shall inspect the rehabilitated units prior to the release of each draw of SHIP funds.

EXHIBIT "C"
Notice of Commencement

STATE OF _____

COUNTY OF _____

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. Description of property: (legal description of property, and street address if available)

| Township | Range | Section | Subdivision | Block | Lot |
|----------|-------|---------|-------------|-------|-----|
|----------|-------|---------|-------------|-------|-----|

2. General description of improvement: _____

3. Owner information:

- a. Name and address: _____

- b. Phone number: _____

- c. Name and address of fee simple titleholder (if other than owner):

4. Contractor:

- a. Name and address: _____

- b. Phone number: _____

5. Surety:

- a. Name and address: _____

- b. Amount of bond \$ _____

- c. Phone number: _____

6. Lender:

- a. Name and address: _____

- b. Phone number: _____

7. Persons with the State of Florida designated by Owner upon whom notices, or other documents may be served as provided by Section 713.13(1)(a)7, Florida Statutes:

- a. Name and address: _____

b. Phone number: _____

8. In addition to himself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes:

a. Name and address: _____

b. Phone number: _____

9. Expiration date of notice of commencement (the expiration date is one (1) year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature of Owner or Owner's Authorized Officer/Director/Partner/Manager

Signatory's Title/Office

State of Florida

County of _____

Subscribed and sworn to before me, by __ physical presence or online notarization, this ___ day of, _____, 20 ____, personally appeared _____, who is personally known to me or produced _____ as identification, and who did / did not take an oath.

Notary Public Signature

Seal

Verification pursuant to Section 92.525, Florida Statutes

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

Signature of natural person signing above

EXHIBIT "D"
Notice To Proceed

Date: _____

Agency: _____

Address: _____

In accordance with the Rehabilitation Agreement with an effective date of the of

_____, 20__, you are hereby notified that the construction shall commence on the ____ of _____, 20__. All construction shall be performed in accordance with the Scope of Work and the Rehabilitation Agreement. The date of completion is May 31, of 2025.

The Agency hereby acknowledges the receipt of this notice and acceptance the terms.

Agency Name

Signature Date

Housing Administrator Name
Signature

Housing Administrator

EXHIBIT "E"
Agency Payment Request #

Agency Mailing _____
Address: _____

Contract Amount: \$ _____ This Payment: \$ _____

Payment: Partial Final

Agency:

I hereby request an inspection to receive payment in the amount above. I certify that I have satisfactorily completed the necessary work to justify this request and all invoices incurred for labor used and materials furnished in making said repairs have been paid in full. **(Agency shall attach supporting documentation.)**

Agency's Signature

Date

I hereby certify that all work is completed as indicated on the Agency's payment request and hereby approve the payment to the Agency in the amount of \$ _____

Housing Administrator

Date

Director: Community and Economic Development

Date

EXHIBIT "F"
Agency Change Order Request #

Agency: _____

Property Address: _____

The Rehabilitation Agreement entered into on _____ 20____, by and between the City of Palm Bay and South Brevard Women's Center is hereby amended to include the following changes, additions and/or deletions to the work:

| ITEM | DESCRIPTION OF WORK TO BE CHANGED | AMOUNT |
|------|-----------------------------------|-----------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| | TOTAL CHANGE ORDER AMOUNT | \$ |

Agency shall attach all supporting documentation in the form of photos, estimates, or explanations for all changes requested. No change order shall be approved without supporting documentation.

This Change Order hereby becomes an integral part of the Agreement. The Agreement amount is hereby amended by \$ _____ for a new total of \$ _____.

This Change Order will cause the completion deadline to be extended:

Yes - attach Request for Extension (Exhibit H) No

 Agency Signature _____ Date

**** City of Palm Bay only below this line. ****

Change Order is hereby Approved Denied*
 * Reason for denial, if applicable. _____

 Housing Administrator (Print) Housing Administrator (Sign) Date

 Department Director (Print) Department Director (Sign) Date

EXHIBIT "G"
Agency Request For Extension
Amendment # _____

Per Section III of the Rehabilitation Agreement executed on _____
by and between City of Palm Bay and South Brevard Women's Center
for SHIP Rehab to property located at
_____, the Agency has until May 31, 2025 to
complete the project.

If a Changer Order(s) was submitted which further modified the deadline to
complete construction, please notate the date of the extension as approved by
the City per the Change Order(s): _____

The Agency hereby submits a written Request for an Extension for _____
(days) from the date of this request and said request hereby becomes an
Amendment to the Rehabilitation Agreement.

Reason for request:

Agency Signature

Date

**** City of Palm Bay use only below this line ****

The Request for Extension is hereby Approved Denied*

* Reason for denial, if applicable. _____

Housing Administrator (Print)

Housing Administrator (Sign)

Date

Department Director (Print)

Department Director (Sign)

Date