

CS-23-0302

AMENDED AND RESTATED

**STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM
REHABILITATION AGREEMENT
BETWEEN NASSAU COUNTY AND OWNER**

THIS AGREEMENT is made and entered by and between **Charles P. Pelham** (hereinafter "Owner") and Nassau County, Florida, a political subdivision of the State of Florida (hereinafter "County") for the purposes of implementing a State Housing Initiatives Partnership Program ("SHIP") Program Project and the County and the Owner agree as follows:

WITNESSETH:

WHEREAS, County receives SHIP funding including funds for the rehabilitation of homeowner-occupied dwelling units; and

WHEREAS, the Owner submitted an application to the County for SHIP Rehabilitation Services to fund certain repairs as provided herein; and

WHEREAS, a Contractor (hereinafter "Contractor") was selected by competitive bid to complete said repairs (hereinafter "Bid"); and

WHEREAS, on or about June 27, 2023, the County and the Owner entered into a State Housing Initiatives Partnership Program Rehabilitation Agreement; and

WHEREAS, the County and the Owner now desire to amend the above-referenced Agreement in order to clarify the amount of the Lien on the property and to re-state their rights and responsibilities as it relates to the repairs contemplated.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the County and the Owner agree as follows:

SECTION 1. Recitals.

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement. The Agreement dated June 27, 2023, between the County and the Owner is hereby rescinded and replaced in its entirety by this Amended and Restated Agreement (hereinafter known as "Agreement").

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SECTION 2. Owner's Responsibilities.

2.1 The Owner is the owner of the property located at: **316 South 12th St., Fernandina Beach, Florida 32034** (hereinafter referred to as "Property"), a copy of the Legal Description for the Property is attached hereto and incorporated by this reference as Exhibit "A."

2.2 The Owner has requested to participate in the County SHIP Rehabilitation Program for repairs on the Property and the proposed repairs for the Property total **Ninety-nine thousand, seven hundred eighty dollars and no/100 (\$99,780)**.

2.3 The Owner acknowledges that to participate in the County SHIP Rehabilitation Program that he/she shall enter into an Agreement with the Contractor selected by the Bid for the repairs to be performed (hereinafter "Work"). The Owner acknowledges and approves of the Contractor selected to complete the Work.

2.4 The Owner certifies that he/she/they have received, read and understands the rehabilitation Agreement with the Contractor and understand(s) and agree(s) with the Contract Sum under that Agreement with the Contractor, the Scope of Work, the rehabilitation and construction process, and the services to be offered and performed on the Property. The Owner agrees to be bound by the terms of the Agreement with the Contractor.

2.5 The Owner agrees to cooperate fully with the County SHIP Administrator or designee, the County Building Department, and the Contractor during the performance of the Agreement with the Contractor.

2.6 The Owner understands and agrees to vacate and leave the Property during the completion of the Work under this Agreement. Notwithstanding the foregoing, the Owner shall ensure and grant access to the Property during normal business hours to all parties involved in the rehabilitation process including the County SHIP Administrator or designee, the County Building Department and the Contractor.

2.7 The Owner agrees to remove personal property within the Work site so as to not interfere with the progress of Work. The Owner shall ensure that the Contractor shall have easy access in and around the Work site.

2.8 The Owner shall secure all pets at the Property so as to not interfere with the construction process and to allow the Contractor to fulfill the requirements of the Agreement with the Contractor.

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2.9 The Owner agrees to provide electricity and water to the Contractor, at no cost to the Contractor, during the rehabilitation process.

SECTION 3. Time and Performance and Change Orders.

3.1 The Owner understands and agrees that the Contractor shall start the Work within ten (10) days from the date of issuance of the Notice to Proceed and will finish the Work within ninety (90) days thereof as set forth in the Agreement with the Contractor.

3.2 The Owner agrees that no changes in materials or description of the Work shall take place without the County SHIP Administrator or designee’s written approval. Any approved changes shall be in the form of a Change Order and agreed to by the Owner and the Contractor. All changes must also be approved by the County SHIP Administrator or designee before Work commences.

SECTION 4. Resolution of Disputes.

4.1 The Owner agrees that should a dispute arise between the Owner and the Contractor regarding Work performed pursuant to the Agreement with the Contractor and said dispute cannot be satisfactorily resolved, that the dispute shall be submitted to arbitration under the laws governed by the State of Florida. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement with the Contractor and shall be made within a reasonable time after a dispute has arisen. The award rendered by the Arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party shall be entitled to recover all costs, including reasonable attorney’s fees.

SECTION 5. Lien on Property.

5.1 The Owner acknowledges and understands that a Mortgage Lien shall be placed upon the Property in an amount equal to the total cost of rehabilitation plus the cost of inspections, documentary stamps, recording fees, surveys, title searches, project delivery cost and any other fees or closing costs related to the rehabilitation process up to a maximum of **\$125,000**. The lien holder shall be the County.

SECTION 6. Hold Harmless.

6.1 The Owner agrees to indemnify and hold harmless the County, its elected officials, employees, officials, representatives, agents and attorneys, and its affiliates from any and all liability resulting from injury, death, sickness, disease, property damage, theft, or any loss and expense by execution of Work under this Agreement and the Agreement with the Contractor. The Owner agrees to pay

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reasonable attorney's fees if the County is required to defend or prosecute any claim or action arising out of the same.

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ACKNOWLEDGEMENT: I, the Owner, have received, read and understand the Owner's Agreement and shall enforce and agree to the policies within during the rehabilitation process.

[Signature] 10-11-23
Witness Date

[Signature] 10-11-23
Owner Date

Marjorie Drowdy
Print Name

Charles P. Pelham
Print Name

[Signature] 10/11/23
Witness Date

N/A
Owner

Amy Bell
Print Name

N/A
Print Name

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

[Signature]
By: KLYNT FARMER
Its: Chair
Date: 10-23-23

Attest as to authenticity of the
Chair's signature:
[Signature]
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

[Signature]
DENISE C. MAY

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Initials *[Signature]*

Exhibit "A"
Legal Description

All that certain lot, piece or parcel of land situate, lying and being in the City of Fernandina Beach, (formerly named Fernandina), County of Nassau and State of Florida and being further described according to the official map or plat of said City (as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and reissued by the Florida Town Improvement Company in 1887 and 1901) as the Southerly 66 feet of Sublot "B" of Lot 4, Block 230.

Less any part of said lands that may lie withing the right of way of S 12th Street, as currently in use.

Parcel Number: 00-00-31-1800-0230-0482

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