

CS-24-540

NASSAU COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
AGREEMENT BETWEEN NASSAU COUNTY AND OWNER –
EMERGENCY REPAIR ASSISTANCE

The undersigned individual, Debra Dombkowski (hereinafter the “**Owner**”) hereby certifies that they are the owner and occupant of the following property located in Nassau County, Florida (the “**Property**”):

ADDRESS: 527 South 14th Street, Fernandina Beach, FL 32034

PARCEL ID NUMBER: 00-00-31-1800-0241-1000

The Owner has submitted an application to Nassau County (the “**County**”) under its State Housing Initiatives Partnership (“**SHIP**”) Program for emergency repair assistance at the Property. Owner hereby agrees and authorizes as follows:

1. SCOPE OF WORK; AGREEMENT WITH CONTRACTOR: The Owner acknowledges that to participate in the County SHIP Program that they shall enter into a separate agreement with the Contractor for the repairs to be performed (the “**Contractor Agreement**”). The Owner acknowledges and approves the Contractor selected to complete the work as defined in the Contractor Agreement (the “**Work**”). The Owner certifies that they have received, read, and understand the Contractor Agreement, including the contract sum, the scope of work, the emergency repair process, and the services offered and to be performed on the Property. The Owner agrees to be bound by the terms of this Agreement and the Contractor Agreement.

2. COOPERATION; ACCESS; UTILITIES:

a. The Owner will cooperate fully with the County SHIP Administrator or designee, the County Building Department, and the Contractor during the performance of the Work.

b. Due to the nature of the Work, Owner may remain on the Property during the completion of the Work under the Contractor Agreement. Owner shall ensure and grant access to the Property during normal business hours to all parties involved in the repair process including the County SHIP Administrator, the County Building Department, and the Contractor, including granting access for any inspections associated with the Work.

c. The Owner will agree to fully furnish the use of electricity and water to the Contractor, at no cost to the Contractor or County, during the performance of the Work.

3. PERSONAL PROPERTY; PETS: The Owner agrees to remove personal property from within the Work site and as Contractor may request so as to not interfere with the progress of the Work. The Owner shall ensure that the Contractor shall have easy access in and around the Work site. The Owner shall keep all children, visitors, and pets secured from the Work site so as not to interfere with the Work or be placed in harm's way, and to allow the Contractor to fulfill the requirements of the Contractor Agreement.

4. TIME & PERFORMANCE; CHANGE ORDERS:

a. 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 complete the Work within 10 days as set forth in the Contractor Agreement.

b. The Owner agrees that no changes in materials or description of the Work shall take place without the County SHIP Administrator'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 before any such changed Work commences.

5. LIEN ON PROPERTY: INTENTIONALLY DELETED

6. RESOLUTION OF DISPUTES: The Owner agrees that should a dispute arise between the Owner and the Contractor regarding Work performed pursuant to the Contractor Agreement 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 Contractor Agreement 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.

7. INDEMNIFICATION AND HOLD HARMLESS: 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 the Work. The Owner agrees to pay reasonable attorney's fees if County is required to defend or prosecute any claim or action arising out of this Agreement not caused by act or omission on the part of County.

It is understood that the Contractor is acting in the capacity of an independent Contractor with respect to the Owner.

(Remainder of page intentionally blank. Signature page follows.)

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

BD Dombkowski

Witness
Print name: Witness-Dombkowski

Owner

Debra Dombkowski

Print name: Debra Dombkowski

Date: 8/29/2025

Brittany Contardi
Witness
Print name: Brittany Contardi

ME

8/29/2025

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

[Signature]
By: Iaco rope
Its: County Manager and Designee
Date: 9/2/2025

COUNTY SHIP ADMINISTRATOR

[Signature]
By: Margie Drawdy
Date: 8.29.25