



## Regular

Brevard County Board Of County Commissioners Governing Board Of The Brevard Mosquito Control District Governing Board Of The Barefoot Bay Water And Sewer District

2725 Judge Fran Jamieson Way

Viera, FL 32940

Agenda

Tuesday, March 21, 2023

If you wish to speak to any item on the agenda, please fill out a speaker card. Persons addressing the Board shall have three minutes to complete his/her comments on each public hearing agenda item for which he/she has filled out a card.

The Board of County Commissioners requests that speakers appearing under the Public Comment section of the agenda limit their comments and/or presentations to matters under the Board's jurisdiction. It is the responsibility of the Chair to determine the time limit on comments under Public Comment and other agenda items that are not Quasi-Judicial Public Hearings. In Quasi-Judicial proceedings, fifteen (15) minutes shall be allowed for applicants and five (5) minutes for other speakers.

**A. CALL TO ORDER 9:00 AM**

**B. INTENTIONALLY OMITTED**

**C. PLEDGE OF ALLEGIANCE: Commissioner Kristine Zonka, Vice-Chair, District 5**

**D. MINUTES FOR APPROVAL:**

**E. RESOLUTIONS, AWARDS AND PRESENTATIONS**

**E.1.** Resolution, RE: Florida Surveyors & Mappers Week in Brevard County

**E.2.** Resolution acknowledging Military Child Awareness Month for April of 2023.

**F. CONSENT AGENDA (The entire Consent Agenda will be passed in one motion to include everything under Section F.)**

**Development and Environmental Services Group**

**Mosquito Control**

**F.1.** Interlocal Agreement Between Sebastian Inlet District and the Brevard Mosquito Control District for Acquisition of Non-Beach Compatible Material

**Planning and Development**

**F.2.** Board Policy Review, Re: BCC-51, Zoning Actions and Findings of Fact.

**F.3.** Acceptance, Re: Binding Development Plan with Nicholas Boardman and Andrea Bedard (District 2)

#### Public Works Department

**F.4.** Approval, Re: Dedication of Public Utility Easement from Cumberland Farms, Inc. for the Cumberland Farms Micco Project - District 3

**F.5.** Approval, Re: Donation of Temporary Construction Easement from Harlan Property Development, LLC for Lift Station W-09 - District 2.

**F.6.** Adopt Resolution and Release Performance Bond: Viera Town Center IV - District 4  
Developer: The Viera Company

#### Utility Services Department

**F.7.** Micco Force Main Extension project - Execution of Change Order 4

#### Valkaria Airport

**F.8.** Permission to Accept Florida Airports Council Internship Grant Funds

### **Community Services Group**

#### Housing and Human Services

**F.9.** Approval Re: Agreement between the Brevard County Board of County Commissioners, the City of Titusville, and Housing for Homeless, Inc. (Up to \$80,437 - District 1)

**F.10.** Approval: RE: Housing and Human Services Department Purchase Assistance Policy (HS-027) for the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnership Program

### **Support Services Group**

#### Central Services

**F.11.** Revision of BCC-26 Policy, Acquisition of Consultant Professional Services

### **Administrative Services Group**

#### County Attorney

**F.12.** Approval of Attorney Fees - Mid-Reach Beach Restoration Project, Brevard County

**F.13.** Item moved to Public Hearing

**F.14.** Revisions to BCC-97 Providing for the Advertisement of Certain Postponed or Continued Public Hearings, and Amending the Board's Public Comment Procedures

**F.15.** Authorize Chair to execute an agreement with the firm of Gardner, Bist, Bowden, et al for legal services to be rendered on behalf of Brevard County with regard to environmental law issues.

**Miscellaneous**

**F.16.** Bill Folder

**F.17.** Appointment(s) / Reappointment(s)

**F.18.** Resolution recognizing Joseph Brubaker, Jr's life of service.

**G. PUBLIC COMMENTS**

**H. PUBLIC HEARINGS**

**H.1.** Public Hearing and Approval: RE: HOME American Rescue Plan Act (HOME-ARP) Allocation Plan Substantial Amendment to the 2021 Annual Action Plan (\$4,524,586)

**H.2.** Proposed Ordinance Amending Chapter 2, Brevard County Code of Ordinances, to Create a New Article IX Relating to Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website.

**I. UNFINISHED BUSINESS**

**J. NEW BUSINESS**

**Add Ons**

**J.1.** Approval Re: Material Removal Agreement with Florida Inland Navigation District for Spoil Material - District 1

**K. BOARD REPORTS**

**K.1.** Frank Abbate, County Manager

**K.2.** Morris Richardson, County Attorney

**K.3.** Tom Goodson, Commissioner District 2

**K.4.** John Tobia, Commissioner District 3

**K.5.** Rob Feltner, Commissioner District 4

**K.6.** Kristine Zonka, Commissioner District 5, Vice-Chair

**K.7. Rita Pritchett, Commissioner District 1, Chair**

- \*\* Executive Session at noon, or at the end of the regular meeting, whichever comes first, the Brevard County Board of County Commissioners will meet for the purpose of discussing settlement negotiations and/or strategy related to litigation in the case of J. Patrick Schirard, as Trustee of the J. Patrick Schirard Premarital Assets Revocable Living Trust Dated June 15, 2001 v. Brevard County, Florida, Case Number 05-2022-CA-052449-XXXX-XX.**
- \*\* Executive Session at noon, or at the end of the regular meeting, whichever comes first, the Brevard County Board of County Commissioners will meet for the purpose of discussing settlement negotiations and/or strategy related to litigation in the case of Paul Bross, as successor in interest to (Eric and Amanda Obloy, Bambino Land Trust dated 6-19-19) v. Brevard County, Florida, Case Number 05-2019-CA-035542-XXXX-XX.**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations or an interpreter to participate in the proceedings, please notify the County Manager's Office no later than 48 hours prior to the meeting at (321) 633-2010.

Assisted listening system receivers are available for the hearing impaired and can be obtained from SCGTV staff at the meeting. We respectfully request that ALL ELECTRONIC ITEMS and CELL PHONE REMAIN OFF while the County Commission is in session. Thank You.

This meeting will be broadcast live on Space Coast Government Television (SCGTV) on Spectrum Cable Channel 499, Comcast (North Brevard) Cable Channel 51, and Comcast (South Brevard) Cable Channel 13 and AT&T U-verse Channel 99. SCGTV will also replay this meeting during the coming month on its 24-hour video server nights, weekends, and holidays. Check the SCGTV website for daily program updates at <http://www.brevardfl.gov>. The Agenda may be viewed at: <http://www.brevardfl.gov/Board Meetings>

In accordance with BCC-97 Section G. of the agenda shall provide a section for public comment following approval of the consent agenda during each regular County Commission meeting. The purpose of public comment is to allow individuals to comment on any topic relating to County business which is not on the meeting agenda. Individuals delivering public comment shall be restricted to a three-minute time limit on their presentation. Speakers will be heard in the order in which they turned in a pink card asking to be heard. With the exception of emergency items, the Board will take no action under the Public Comment section, but can refer the matter to another meeting agenda or request a staff report.

Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.





# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Resolution/Award/Presentation

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E.1.

3/21/2023

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### **Subject:**

Resolution, RE: Florida Surveyors & Mappers Week in Brevard County

### **Fiscal Impact:**

No fiscal impact.

### **Dept/Office:**

District 1 on behalf of the Public Works-Surveying and Mapping Division

### **Requested Action:**

The Brevard County Space Coast Chapter of the Florida Surveying and Mapping Society (FSMS) requests that the Board of County Commissioners adopt a Resolution recognizing March 19<sup>th</sup> - March 25<sup>th</sup>, 2023 as "Florida Surveyors & Mappers Week" in Brevard County.

### **Summary Explanation and Background:**

Mike Sweeney, Brevard County Surveyor and past president of the FSMS Space Coast Chapter, will be accepting the resolution.

### **Contact Person:**

Mike Sweeney, PSM #4870, Brevard County Surveyor, Space Coast Chapter Past-President, Florida Surveying and Mapping Society  
2725 Judge Fran Jamieson Way, Suite A-220, Viera, Florida  
321-633-2080 (321-693-9124 cell)  
Email: [mike.sweeney@brevardfl.gov](mailto:mike.sweeney@brevardfl.gov)

### **Clerk to the Board Instructions:**

Please frame one Resolution

## RESOLUTION

**Whereas** surveying has been an essential element in the development of the human environment since the beginning of recorded history and it is a requirement in the planning and execution of nearly every form of construction with its most familiar modern uses in the fields of transportation, building and construction, communications, mapping and the definition of legal boundaries for land ownership;

**Whereas** George Washington, Thomas Jefferson, Abraham Lincoln and other former Presidents of the United States, served their fellow colonists as surveyors;

**Whereas** the surveying and mapping profession requires special education, training, the knowledge of mathematics, the related physical and applied sciences, and requirements of law for evidence;

**Whereas** the continual advancements in instrumentation have required the surveyor and mapper not only to be able to understand and implement the methods of the past, but also to learn and employ modern technology in finding solutions to meet the challenges of the future; and

**Whereas** the citizens of Brevard County recognize the valuable contributions of the surveying and mapping profession to history, development, and quality of life in Florida and the United States of America and make important decisions based on the knowledge and expertise of licensed surveyors and mappers.

**Now, therefore, be it resolved** that the Board of County Commissioners of Brevard County, Florida, in conjunction with National Surveyors Week, does hereby proclaim the week of March 19th through March 25th, 2023, as

### **Florida Surveyors & Mappers Week**

and recognizes the many contributions and the ongoing dedication of our present-day surveyors and mappers to the citizens of Brevard County.

**DONE, ORDERED AND ADOPTED**, in regular session, this 21<sup>st</sup> day of March 2023.

ATTEST:

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Rachel M. Sadoff, Clerk

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Rita Pritchett, Chair  
Board of County Commissioners  
Brevard County, Florida



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Resolution/Award/Presentation

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E.2.

3/21/2023

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### **Subject:**

Resolution acknowledging Military Child Awareness Month for April of 2023.

### **Fiscal Impact:**

None

### **Dept/Office:**

District 4 Commissioner

### **Requested Action:**

It is requested that the Board approve the resolution recognizing Military Child Awareness Month for April 2023.

### **Summary Explanation and Background:**

Recognize and express gratitude for their service.

### **Clerk to the Board Instructions:**

Please provide two framed resolutions.

**WHEREAS**, AVET Project, Inc., an ‘all volunteer’ 501 (C)(3) nonprofit organization, is asking you to join us nationally – to include state and local governments, schools, military service organizations, companies and private citizens – in recognizing and applauding the daily sacrifices and courage the military child has to overcome, by celebrating April: the Month of the Military Child, which is a part of former Defense Secretary Caspar Weinberger’s legacy through the Department of Defense’s commemoration in 1986; and

**WHEREAS**, more than 1.6 million military children who face challenges and unique experiences as a result of their parents' service to our country – serving around the world and sometimes for many months or even years – may we not forget about our youngest warriors, the Military Child, who also serves. Remember to recognize the hardships they face. Americans everywhere should find ways to support the Military Child; and

**WHEREAS**, the military child plays an important role to our country – not only dealing with the uncertainty and concern for their parent(s) – they take on many family responsibilities working as a team while their loved one is serving our country away or at home; and

**WHEREAS**, on average, military families are on the move every two to three years, moving from one station to another, which often includes out-of-state or even out-of-country. This is not always easy going from school to school, not to mention making new friends while saying goodbye to old ones. Far too often, birthdays, holidays, important ‘life’ milestones are celebrated via a phone call; and

**WHEREAS**, we encourage schools to plan special events honoring military children and that administrators and principals incorporate this month's themes into their everyday duties, events and responsibilities. These efforts will reinforce the importance of providing children with quality services and support to help them succeed in the mobile military lifestyle; and

**WHEREAS**, the Month of the Military Child provides an opportunity for every American to show our appreciation & gratitude to our youngest warriors, the Military Child who also serves! Donate. Volunteer. Do *something* to show support. One way to Celebrate the Military Child is by wearing the color PURPLE for the month of April. Purple highlights all branches of service;

**NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, does hereby proclaim the month of April as

#### **MILITARY CHILD AWARENESS MONTH**

**DONE, ORDERED AND ADOPTED**, in regular session, this 21<sup>st</sup> day of March 2023

ATTEST:

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RITA PRITCHETT, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

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RACHEL M. SADOFF, CLERK



# Agenda Report

2725 Judge Fran Jamieson  
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## Consent

F.1.

3/21/2023

### Subject:

Interlocal Agreement Between Sebastian Inlet District and the Brevard Mosquito Control District for Acquisition of Non-Beach Compatible Material

### Fiscal Impact:

FY2022-2023 - estimated \$137,018 in savings for the repair of a hurricane-damaged mosquito impoundment.

### Dept/Office:

Mosquito Control

### Requested Action:

It is requested that the Brevard Mosquito Control District Board:

- 1) Authorize the Mosquito Control District to enter into an Interlocal Agreement for Acquisition of Non-Beach Compatible Material with Sebastian Inlet District; and
- 2) Authorize the Board Chair to sign on behalf of the Mosquito Control District.

### Summary Explanation and Background:

Hurricanes Ian and Nicole caused significant erosion damage to the Crystal Lakes Mosquito Control Impoundment in the fall of 2022. An estimated 9,688 cubic yards of fill material is needed for the repair of a large section of the impoundment dike which was specifically damaged by Hurricane Ian.

The Sebastian Inlet District has approximately 9,000 cubic yards of non-beach compatible material available in their Dredged Material Management Area (DMMA). Mosquito Control has assessed the available material and determined it to be suitable to repair the impoundment dike. According to the conditions set forth in the Interlocal Agreement, the Inlet District would provide this material at no cost, and Mosquito Control would load and transport the material from the DMMA site to the impoundment for hurricane dike repairs. The net expenses include costs associated with rental equipment, labor and transport, while the costs associated with material placement on the impoundment are excluded as they would not be impacted by the mode of transport. The estimated 688 cubic yards of additional material required for the repair, beyond the 9,000 cubic yards available at the DMMA, will be provided by alternative means if necessary. A total project savings of \$137,018 is estimated, which reduces the cost of obtaining material for Hurricane Ian dike repair from \$231,059 to \$94,041.

Mosquito Control has been actively managing approximately 28,000 acres of mosquito impoundments within the Indian River Lagoon, including this Crystal Lakes impoundment, to effectively control the local salt marsh mosquito population for approximately 60 years. Once hurricane repairs are completed at the Crystal Lakes Impoundment, Mosquito Control will seek a Federal Emergency Management Agency (FEMA) reimbursement

for repairs and move forward with a shoreline resiliency project to protect the hurricane-impacted dike area, using grant funding that was recently awarded by the Florida Department of Environmental Protection (FDEP).

**Clerk to the Board Instructions:**

Please call Mosquito Control at 264-5032 when the fully executed Interlocal Agreement is ready for pick up.

**INTERLOCAL AGREEMENT  
BETWEEN SEBASTIAN INLET DISTRICT  
AND THE BREVARD MOSQUITO CONTROL DISTRICT  
FOR ACQUISITION OF NON-BEACH COMPATIBLE MATERIAL**

THIS INTERLOCAL AGREEMENT is entered into by and between the following Parties: The Brevard Mosquito Control District, a special taxing district (hereinafter called the "MOSQUITO DISTRICT"), residing at 800 Perimeter Road, Titusville, Florida 32780, and Sebastian Inlet District, an independent special district of the State of Florida, residing at 114 Sixth Avenue, Indialantic, Florida 32903 (hereinafter called the "INLET DISTRICT").

**RECITALS**

**WHEREAS**, the Brevard Mosquito Control District is a special taxing district in Brevard County, Florida created by special act; and

**WHEREAS**, the Sebastian Inlet District is an independent special taxing district consisting of a portion of Brevard County and Indian River County, Florida; and

**WHEREAS**, the Inlet District was created to maintain the navigational channel connecting the Indian River Lagoon to the Atlantic Ocean; and

**WHEREAS**, in furtherance of its mission, the Inlet District maintains a sand trap in the middle of the inlet that collects both beach compatible material and non-beach compatible material; and

**WHEREAS**, the Inlet District removes the collected material periodically to its dredged material management area (DMMA); and

**WHEREAS**, the Inlet District typically contracts to dispose of the non-beach compatible material; and

**WHEREAS**, the Mosquito District would like to acquire the currently available non-beach compatible material (approximately 9,000 cubic yards), which compacts well, for use in making repairs to mosquito impoundments at no cost to the Mosquito District; and

**WHEREAS**, the Parties have agreed to enter this interlocal agreement to detail the necessary requirements for both Parties to proceed.

**NOW, THEREFORE**, in consideration of the mutual covenants herein, the

Parties hereby agree, as follows:

1. RECITALS. The recitals above are true and correct and incorporated by this reference.

2. AUTHORITY. This Agreement is being entered into under the authority vested in the Parties by section 163.01 Florida Statutes.

3. PUBLIC PURPOSE. The Mosquito District has a public purpose to maintain and preserve Brevard County's mosquito impoundments, and that maintenance requires repair of physical damage to the impoundment, including damage from the recent summer hurricane season. The Sebastian Inlet District has non-beach compatible fill dirt/material not needed for any other government purpose and is agreeable to providing said fill dirt/material at no cost to the Mosquito District, subject to the terms detailed herein.

4. SCOPE OF AGREEMENT. The following parameters will govern performance of the removal of non-beach compatible material by the Parties:

a. Upon coordination between the Parties, the Inlet District will make its DMMA accessible to the Mosquito District during its regular hours of operation, Monday through Friday. The Inlet District will provide personnel on-site while the Mosquito District personnel are present to assist in directing the Mosquito District personnel on where to remove the material.

b. The Inlet District and Mosquito District shall coordinate removal of all DMMA fill dirt/material with the manager of the Sebastian Inlet State Park ("Park Manager") or his/her designee prior to construction.

c. The Mosquito District will provide the transportation, the loading equipment, and personnel required to remove the non-beach compatible material. All removal operations are at the Mosquito District's own risk. The Inlet District understands the Mosquito District may contract to remove the material. All mobilization/demobilization of construction and hauling equipment will use the designated Sebastian Inlet State Park construction access as directed by Park Manager.

d. Repairs. In the event that the Mosquito District causes damage to any portions of the dredged material management area (DMMA), the Mosquito District shall coordinate with the Inlet District to repair, or



have repaired, the damage at the Mosquito District's cost. The DMMA shall be repaired to the condition the DMMA was in prior to the damage.

e. Term of Performance. The Mosquito District must remove the non-beach compatible material no later than 12 months after the last date this one-year agreement is signed. After 12 months, this agreement expires.

5. AUDITING, RECORDS, AND INSPECTION.

a. In the performance of this Agreement, the Parties shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 69I-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by each Party for a period of five (5) years after termination of this Agreement. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of Chapter 119, Florida Statutes.

b. The Parties agree to comply promptly with any request for public records or documents made in accordance with Section 119.07, Florida Statutes. If a request for public records is made by a third party, the Party receiving the request will inform the other of the request and upon request, provide a copy of the public records that were requested by the third party.

6. EFFECT OF AGREEMENT. This Agreement constitutes the entire agreement between the Parties. This Agreement may be amended only by written agreement approved and executed with the same formalities as this Agreement by all Parties. This Agreement supersedes all prior agreements to the extent that they are in conflict with this Agreement.

7. NOTICES. Notice under this Agreement shall be given to the Parties by mailing written notice, postage prepaid, and by email to:

Brevard Mosquito Control District  
800 Perimeter Road  
Titusville, Florida 32780  
(321) 264-5032  
Point of Contact: Joe Faella, Director  
Joseph.faella@brevardfl.gov

Sebastian Inlet District  
114 6<sup>th</sup> Avenue  
Indialantic, Florida 32903  
(321) 724-5175  
Point of Contact: James D. Gray, Jr. Executive Director  
jgray@sitd.us

8. **GOVERNING LAW/VENUE/ATTORNEY'S FEES.** The validity, construction and enforcement of and the remedies under this agreement shall be governed in accordance with the laws of the State of Florida, and venue of any proceeding shall be Brevard County, Florida. In the event any litigation arises out of this Agreement, each Party shall bear its own attorney's fees and costs. **BOTH PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.**
9. **SAVINGS CLAUSE.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
10. **SEVERABILITY:** If any section, paragraph, sentence, clause, phrase, or word of this Agreement, is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Agreement. The remainder of this Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.
11. **LIABILITY.** Each Party agrees it shall bear responsibility for any injury or loss caused by its agents, representative, officials, employees or volunteers (hereinafter "agents") including when such agents are acting outside their jurisdiction. In agreeing to this provision, neither party intends to waive any defense or limit of sovereign immunity or limits to damages to which it may be entitled under section 768.28, Florida Statutes, as that section may be amended from time to time, or as otherwise provided by law. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of any contract. The Parties acknowledge that specific consideration has been exchanged for this provision.
12. **INDEPENDENT CONTRACTORS:** It is specifically understood and agreed to by and between the Parties that a material provision in this Agreement is that the relationship between the Mosquito District and the Inlet District is one in which each Party and its employees are independent contractors of the other Party, and not acting as agents, employees, joint venturers, or other partners and neither Party is entitled to any benefits of the other Party. Nothing contained herein shall be construed to be inconsistent with this relationship or status.
13. **NON-EXCLUSIVE CONTRACT.** The Parties acknowledge that this Agreement is not an

exclusive contract and both Parties may employ other professional or technical personnel to furnish services, as is their sole discretion, the Party finds is in the public interest.

14. INTERPRETATION: Both Parties have had the opportunity to consult with legal counsel and to participate in the drafting of this Agreement. Consequently, this Agreement shall not be more strictly or more harshly construed against either party as the drafter hereof.
15. COUNTERPARTS AND AUTHORITY. This Agreement may not be executed in counterparts. Each party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations stated herein.
16. EFFECTIVE DATE. This Agreement shall take effect on the date that it is executed by all Parties and recorded in the Official Records of Brevard County, Florida by the Brevard Mosquito Control District.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, fully authorized by all required action to sign on behalf of and to bind that Party to the obligations stated herein.

ATTEST:

BREVARD MOSQUITO CONTROL DISTRICT

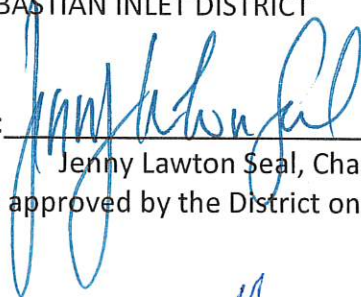
\_\_\_\_\_  
Rachel Sadoff, Clerk

By: \_\_\_\_\_  
Rita Pritchett, Chair  
(as approved by the District on \_\_\_\_\_)

ATTEST:

SEBASTIAN INLET DISTRICT

  
\_\_\_\_\_  
Dave Kershaw, Sr. Contracts/  
Accounting Manager

By:  \_\_\_\_\_  
Jenny Lawton Seal, Chair  
(as approved by the District on 8 March 23)

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Jack A. Kirschenbaum, Esq.



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.2.

3/21/2023

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### **Subject:**

Board Policy Review, Re: BCC-51, Zoning Actions and Findings of Fact.

### **Fiscal Impact:**

None

### **Dept/Office:**

Planning and Development and County Attorney's Office.

### **Requested Action:**

It is requested that the Board of County Commissioners continue Board Policy BCC-51, Zoning Actions and Findings of Fact.

### **Summary Explanation and Background:**

Pursuant to BCC-31 (Sunset Review of Programs, Services, Ordinances, Policies, and Administrative Orders), staff has reviewed BCC-51 and requests that the Board continue the policy to March 21, 2026. BCC-31 requires the review of Board Policies every three (3) years to determine if a policy is relevant.

BCC51 is relevant in that it standardizes the procedure for the development and approval of findings of fact after a zoning action by the Board of County Commissioners.

As part of the intended zoning action, the Board may direct the County Attorney to prepare a resolution setting forth proposed findings of fact, conclusions of law, and the action taken. The proposed resolution and findings of fact shall be scheduled for a subsequent regular meeting of the Board of County Commissioners as a consent item. The Board may remove the resolution and findings of fact from the consent agenda for discussion, but the discussion shall not constitute a re-opening of the public hearing, nor shall the Board hear any new evidence from the public. In the event the Board wishes to re-open the public hearing, the item shall be re-advertised.

No changes to the policy were identified during the review of BCC-51.

### **Clerk to the Board Instructions:**

Please forward signed original BCC-51 to the County Manager's Office.



BOARD OF COUNTY COMMISSIONERS

## POLICY

Number: BCC-51  
Cancels: July 9, 2019  
Approved: ~~July 9, 2016~~ Mar. 21, 2023  
Originator: Planning & Development/County Attorney  
Review: ~~July 9, 2022~~ Mar. 21, 2026

## TITLE: Zoning Actions and Findings of Fact

### I. Objective

To establish a standardized procedure for the development and approval of findings of fact after a zoning action by the Board of County Commissioners.

### II. Definitions and References

Zoning Action – Any rezoning, conditional use permit, binding development plan, or other quasi-judicial action by the Board of County Commissioners in public hearing.

Findings of Fact – The factual conclusions reached by the Board of County Commissioners based upon substantial competent evidence contained in the record upon which the decision of the Board of County Commissioners is based.

Denial of Zoning Action – The denial of a zoning action occurs when a majority of the County Commission votes to deny a zoning application. A denial of a zoning application is presumed to have occurred when the County Commission, by a majority vote, approves a zoning classification other than the one requested by the applicant.

Public – Anyone with an interest in a rezoning request, including the property owner, applicant, representatives of the owner or applicant, neighbors, or business competitors of the owner or applicant, consultants for any such party, representatives of special interest groups, or any other person or group that expresses a projected positive or negative impact from the approval or denial of the requested zoning action. This does not include members of the Board of County Commissioners, its staff, or its advisors.

### III. Directives

- A. Where the Board of County Commissioners has stated its intended zoning action, the public hearing shall be closed. As part of the intended zoning action, the Board may direct the County Attorney to develop a resolution setting forth proposed findings of fact, conclusions of law, and the action taken.
- B. The County Attorney shall schedule the proposed resolution and findings of fact for approval as a consent agenda item at a subsequent regular meeting of the Board of County Commissioners.

- C. If the Board of County Commissioners removes the resolution and findings of fact from the consent agenda for discussion at a regular meeting, the discussion shall not constitute a reopening of the public hearing, nor shall the Board hear any new evidence from the public. However, nothing in this section shall be construed to prevent the County Commission from continuing a public hearing to a time-certain and re-opening of the public hearing at that time.
- D. In the event the Board of County Commissioners wishes to re-open the public hearing portion of the hearing the item shall be re-advertised.

#### IV. Effective Date

This procedure shall take effect upon approval by the Board and may be updated by staff, as necessary.

ATTEST:

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Rachel M. Sadoff, Clerk

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Rita Pritchett, Chair  
Board of County Commissioners  
Brevard County, Florida  
As approved by the Board on March 21, 2023



BOARD OF COUNTY COMMISSIONERS

## **POLICY**

Number: BCC-51  
Cancels: July 9, 2019  
Approved: March 21, 2023  
Originator: Planning & Development/County Attorney  
Review: March 21, 2026

## **TITLE: Zoning Actions and Findings of Fact**

### **I. Objective**

To establish a standardized procedure for the development and approval of findings of fact after a zoning action by the Board of County Commissioners.

### **II. Definitions and References**

**Zoning Action** – Any rezoning, conditional use permit, binding development plan, or other quasi-judicial action by the Board of County Commissioners in public hearing.

**Findings of Fact** – The factual conclusions reached by the Board of County Commissioners based upon substantial competent evidence contained in the record upon which the decision of the Board of County Commissioners is based.

**Denial of Zoning Action** – The denial of a zoning action occurs when a majority of the County Commission votes to deny a zoning application. A denial of a zoning application is presumed to have occurred when the County Commission, by a majority vote, approves a zoning classification other than the one requested by the applicant.

**Public** – Anyone with an interest in a rezoning request, including the property owner, applicant, representatives of the owner or applicant, neighbors, or business competitors of the owner or applicant, consultants for any such party, representatives of special interest groups, or any other person or group that expresses a projected positive or negative impact from the approval or denial of the requested zoning action. This does not include members of the Board of County Commissioners, its staff, or its advisors.

### **III. Directives**

- A. Where the Board of County Commissioners has stated its intended zoning action, the public hearing shall be closed. As part of the intended zoning action, the Board may direct the County Attorney to develop a resolution setting forth proposed findings of fact, conclusions of law, and the action taken.
- B. The County Attorney shall schedule the proposed resolution and findings of fact for approval as a consent agenda item at a subsequent regular meeting of the Board of County Commissioners.

- C. If the Board of County Commissioners removes the resolution and findings of fact from the consent agenda for discussion at a regular meeting, the discussion shall not constitute a reopening of the public hearing, nor shall the Board hear any new evidence from the public. However, nothing in this section shall be construed to prevent the County Commission from continuing a public hearing to a time-certain and re-opening of the public hearing at that time.
- D. In the event the Board of County Commissioners wishes to re-open the public hearing portion of the hearing the item shall be re-advertised.

#### IV. Effective Date

This procedure shall take effect upon approval by the Board and may be updated by staff, as necessary.

ATTEST:

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Rachel M. Sadoff, Clerk

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Rita Pritchett, Chair  
Board of County Commissioners  
Brevard County, Florida  
As approved by the Board on March 21, 2023



## SUNSET REVIEW

POLICY/ADMINISTRATIVE ORDER NUMBER: BCC-51

POLICY/ADMINISTRATIVE ORDER NAME: Zoning Actions and Findings of Fact

Pursuant to Board Policy BCC-31, the review process for programs, services and existing ordinance shall be performed at four levels:

**Department:** Planning & Development; and County Attorney's Office


Please review with recommendations to the County Attorney, County Manager, and Advisory Board, if applicable.

**Citizen Group:** Recommendation to be submitted to the Board of County Commissioners

**County Commission:** To receive results of Department and Citizen Group reviews:

REVIEW TO INCLUDE (BUT NOT LIMITED TO):

1. What is the need being met and who benefits: (Quantify)  
BCC-51 standardizes the procedure for the development and approval of findings of fact after a zoning action by the Board of County Commissioners. The Board and the applicants benefit based upon substantial competent evidence in the report upon which the decision of the Board is based.
2. Is this Policy/Administrative Order duplicative? ☐ Yes ☒ No  
If yes, please explain.
3. Can another agency perform this function? ☐ Yes ☒ No  
If yes, please explain.
4. County Funding ☐ Yes ☒ No
5. Should this Policy/Administrative Order be ☐ Eliminated  
☐ Modified  
☒ Continued
6. Is there an acceptable alternative? ☐ Yes ☒ No  
If yes, please explain
7. Has this Policy/Administrative Order been reviewed by the County Attorney's Office? ☒ Yes ☐ No

  
Reviewed by

3/7/23  
Date

The date(s) the Citizen Group/Advisory Board will review. N/A

The date the Board of County Commissioners will review results. 03/21/23



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.3.

3/21/2023

---

### Subject:

Acceptance, Re: Binding Development Plan with Nicholas Boardman and Andrea Bedard (District 2)

### Fiscal Impact:

None

### Dept/Office:

Planning & Development

### Requested Action:

In accordance with Section 62-1157, it is requested that the Board of County Commissioners accept, and the Chair sign, the Binding Development Plan.

### Summary Explanation and Background:

A BDP (Binding Development Plan) is a voluntary agreement presented by the property owner to self-impose limits upon development of a property in support of a change of zoning or conditional use permit. Pursuant to Section 62-1157, a BDP shall be recorded in the public records within 120 days of the Board's approval of the zoning request. Following staff and legal review, the BDP is presented to the Board in recordable form as a Consent Agenda item in order to finalize the zoning action.

On October 6, 2022, the Board approved a change of zoning classification from AU (Agricultural Residential) to RU-2-4 (Low Density Multi-Family Residential) and RU-2-6 (Low Density Multi-Family Residential), with a BDP containing the following conditions:

- Developer/Owner shall limit the Property to two (2) new duplexes.
- Developer/Owner agrees to install a high nutrient reduction septic system for any new residential units.
- Duplexes shall be restricted to one-story.

The attached agreement includes these provisions.

### Clerk to the Board Instructions:

Upon recordation, please return two certified copies of the BDP to Planning & Development.

Prepared by: Kimberly B. Rezanka  
Address: Lacey Lyons Rezanka  
1290 U.S. Highway 1, Suite 201  
Rockledge, FL 32940

## **BINDING DEVELOPMENT PLAN**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and NICHOLAS BOARDMAN and ANDREA BEDARD, (hereinafter referred to as "Developer/Owner").

### **RECITALS**

WHEREAS, Developer/Owner owns property (hereinafter referred to as the "Property") in Brevard County, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, Developer/Owner has requested the RU-2-4 and RU-2-6 zoning classification(s) and desires to develop the Property as multi-family residential units, and pursuant to the Brevard County Code, Section 62-1157; and

WHEREAS, Developer/Owner and the County recognize the existing single-family home on the property as a buffer between the single-family residence to the east and the proposed development; and

WHEREAS, as part of its plan for development of the Property, Developer/Owner wishes to mitigate negative impacts on abutting landowners and affected facilities or services; and

WHEREAS, the County is authorized to regulate development of the Property.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Agreement by their reference.
2. The County shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that the

Developer/Owner, its grantees, successors or assigns in interest or some other association and/or assigns satisfactory to the County shall be responsible for the maintenance of any improvements.

3. The Developer/Owner shall limit the Property to two (2) new duplexes and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.
4. The Developer/Owner agrees to install a high nutrient reduction septic system for any new residential units.
5. Duplexes' height shall be restricted to one story.
6. Developer/Owner shall comply with all regulations and ordinances of Brevard County, Florida. This Agreement constitutes Developer's/Owner's agreement to meet additional standards or restrictions in developing the Property. This Agreement provides no vested rights against changes to the Brevard County Comprehensive Plan or land development regulations as they may apply to this Property.
7. Developer/Owner, upon execution of this Agreement, shall pay to the Clerk of Court all costs of recording this Agreement in the Public Records of Brevard County, Florida.
8. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property unless or until rezoned and shall be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and shall be subject to the above referenced conditions as approved by the Board of County Commissioners on October 6, 2022. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.
9. Violation of this Agreement shall constitute a violation of the zoning classification and of this Agreement. This Agreement may be enforced by Sections 1-7 and 62-5 of the Code of Ordinances of Brevard County, Florida, as may be amended.
10. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and shall be satisfied before Developer/Owner may implement the approved use(s), unless stated otherwise. The failure to timely comply with any condition is a violation of this Agreement and constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 9, above.

11. Severability clause. If any provision of this BDP is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue in full force and effect without being impaired or invalidated in any way.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA  
2725 Judge Fran Jamieson Way  
Viera, FL 32940

\_\_\_\_\_  
Rachel M. Sadoff, Clerk of Court  
(SEAL)

\_\_\_\_\_, Chair  
As approved by the Board on \_\_\_\_\_

WITNESSES:

NICHOLAS BOARDMAN  
DEVELOPER/OWNER

\_\_\_\_\_  
KEITH BOARDMAN  
(Witness Name typed or printed)

\_\_\_\_\_  
26 Park Avenue, Rockledge, FL 32955

\_\_\_\_\_  
LARRY BAKER  
(Witness Name typed or printed)

STATE OF Florida §

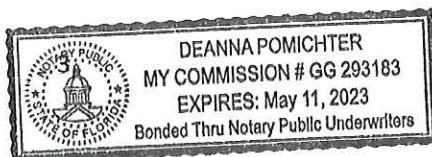
COUNTY OF Brevard §

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or \_\_\_\_\_ online notarization, this 6 day of Dec, 2022, by Nicholas Boardman, who is personally known to me or who has produced FL Id. Lic as identification.

My commission expires  
SEAL  
Commission No.:

\_\_\_\_\_  
Notary Public

(Name typed, printed or stamped)



WITNESSES:

*Boardsman*

KEITH BOARDSMAN

(Witness Name typed or printed)

*Larry Baker*

LARRY BAKER

(Witness Name typed or printed)

ANDREA BEDARD  
DEVELOPER/OWNER

*Andrea Bedard*

26 Park Avenue, Rockledge, FL 32955

STATE OF Florida §  
COUNTY OF Brevard §

The foregoing instrument was acknowledged before me, by means of 0 physical presence or  
\_\_\_\_\_ online notarization, this 6 day of Dec, 2022, by Andrea Bedard, who is  
personally known to me or who has produced *Deanna Pomichter* as identification.

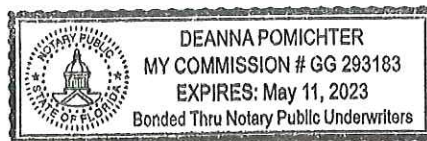
My commission expires

SEAL

Commission No.:

*Deanna Pomichter*  
Notary Public

(Name typed, printed or stamped)



## EXHIBIT "A" - LEGAL DESCRIPTION

## LOT A (RU-2-6)

FROM SAID POINT OF BEGINNING COMMENCE N 68°10'00" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 150.87 FEET; THENCE, CONTINUE N 21°59'58" WEST A DISTANCE OF 199.97 FEET; THENCE, CONTINUE S 68°10'00" WEST A DISTANCE OF 142.43 FEET; THENCE, CONTINUE S 19°25'00" EAST TO THE POINT OF BEGINNING FOR LOT A.

## LOT B (RU-2-4)

FROM SAID POINT OF BEGINNING COMMENCE N 68°10'00" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 150.87 FEET TO THE POINT OF BEGINNING FOR LOT B; THENCE, CONTINUE N 68°10'00" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 81.14 FEET; THENCE, CONTINUE N 25°37'00" WEST A DISTANCE OF 200.42 FEET; THENCE, CONTINUE S 68°10'00" WEST A DISTANCE OF 68.38 FEET; THENCE, CONTINUE S 21°59'58" EAST A DISTANCE OF 199.87 FEET TO THE POINT OF BEGINNING FOR LOT B.



# AFFIDAVIT OF NO MORTGAGE

Nicholas Boardman, after being duly sworn, deposes and says:

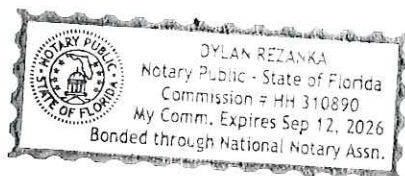
1. I am the owner of the real property as more particularly described in Exhibit "A" attached hereto.
2. There are no mortgages on the Property.

Dated 3/9, 2023.

By:   
Nicholas Boardman

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of March, 2023 by Nicholas Boardman, who is personally known to me or produced Drivers License as identification.




  
Signature of Notary Public  
Printed Name: Dylan Rezanka  
Commission Expires: 9/12/26

EXHIBIT "A" – LEGAL DESCRIPTION

## LOT A (RU-2-6)

FROM SAID POINT OF BEGINNING COMMENCE N 68°10'00" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 150.87 FEET; THENCE, CONTINUE N 21°59'58" WEST A DISTANCE OF 199.97 FEET; THENCE, CONTINUE S 68°10'00" WEST A DISTANCE OF 142.43 FEET; THENCE, CONTINUE S 19°25'00" EAST TO THE POINT OF BEGINNING FOR LOT A.

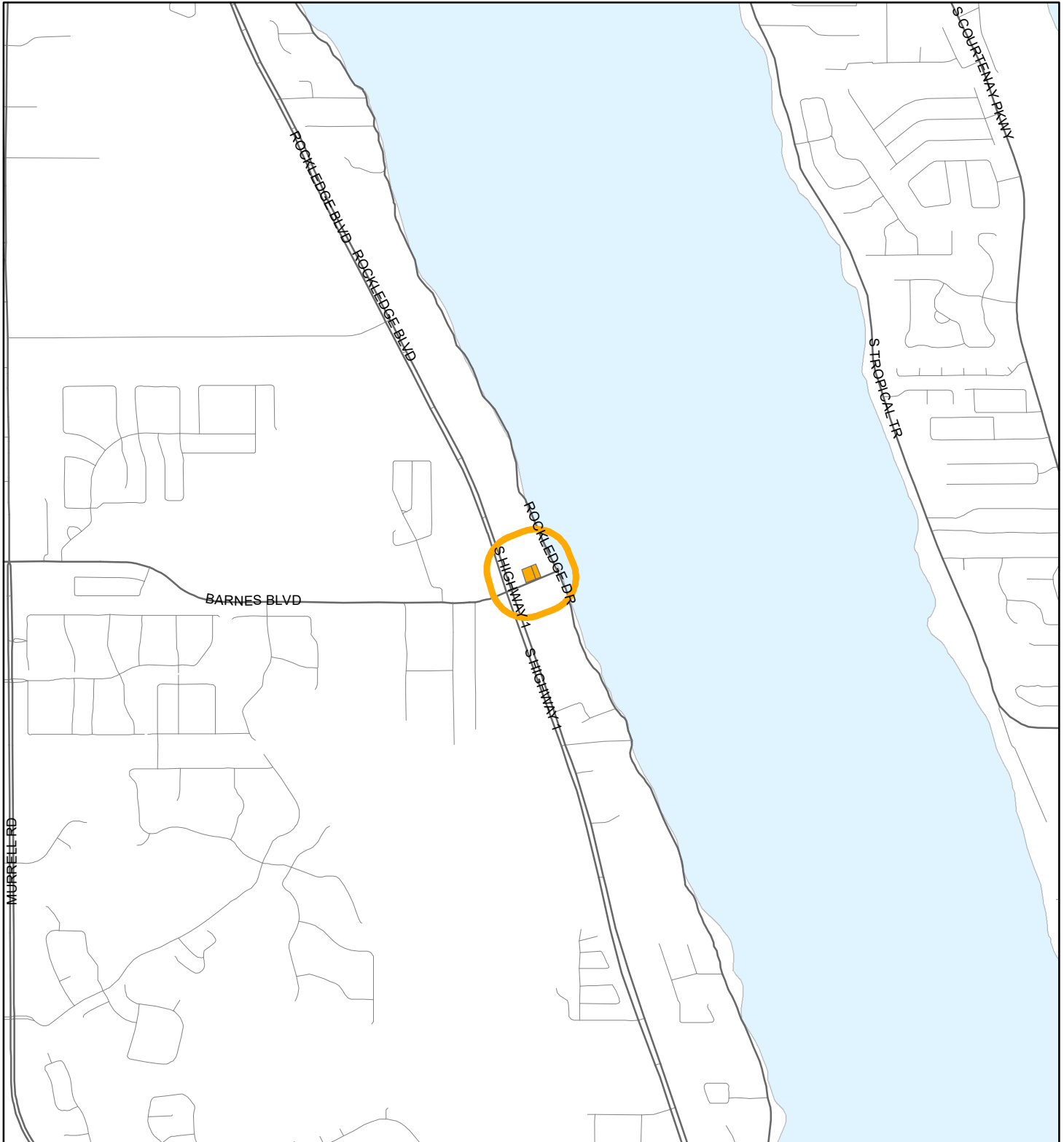
## LOT B (RU-2-4)

FROM SAID POINT OF BEGINNING COMMENCE N 68°10'00" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 150.87 FEET TO THE POINT OF BEGINNING FOR LOT B; THENCE, CONTINUE N 68°10'00" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 81.14 FEET; THENCE, CONTINUE N 25°37'00" WEST A DISTANCE OF 200.42 FEET; THENCE, CONTINUE S 68°10'00" WEST A DISTANCE OF 68.38 FEET; THENCE, CONTINUE S 21°59'58" EAST A DISTANCE OF 199.87 FEET TO THE POINT OF BEGINNING FOR LOT B.



# LOCATION MAP

BEDARD, Andrea and BOARDMAN, Nicholas  
22Z00015





1:24,000 or 1 inch = 2,000 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

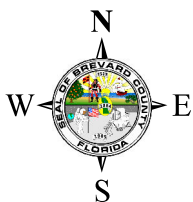
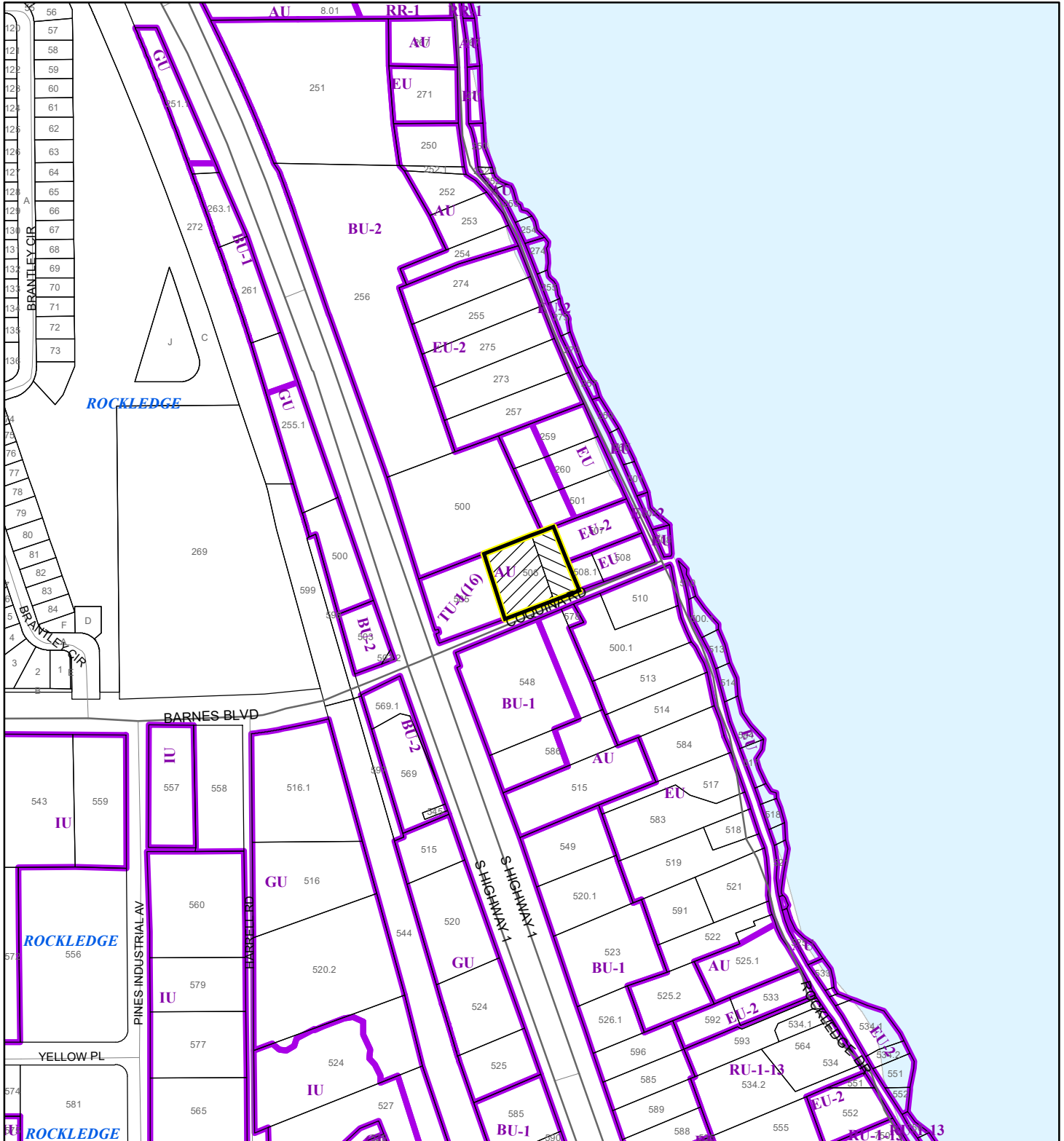
Produced by BoCC - GIS Date: 8/22/2022

-  Buffer
-  Subject Property

# ZONING MAP

BEDARD, Andrea and BOARDMAN, Nicholas

22Z00015



1:4,800 or 1 inch = 400 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 8/24/2022

- Subject Property
- Parcels
- Zoning to RU-2-6
- Zoning to RU-2-4

5. **(22Z00038) Wayne Frank Crisafulli and Sonja Anette Crisafulli Living Trust** (Kim Rezanka) requests a change of zoning classification from AU (Agricultural Residential) to RR-1 (Rural Residential). The property is 1.15 +/- acres, located on the south side of N. Courtenay Parkway, approx. 104 ft. east of N. Tropical Trail. (No assigned address. In the North Merritt Island area.) (Tax Account 2316453) (District 2)

**NMI Recommendation:** Carbonneau/Ratterman - Approved. The vote was unanimous.

**P&Z Recommendation:** Minneboo/Filiberto - Approved. The vote was unanimous.

**BCC ACTION:** Pritchett/Tobia - Approved as recommended. The vote was unanimous.

6. **(22Z00015) Andrea Bedard and Nicholas Boardman** (Kim Rezanka) request a change of zoning classification from AU (Agricultural Residential) to RU-2-4 (Low Density Multi-Family Residential) and RU-2-6 (Low Density Multi-Family Residential). The property is 1.02 acres, located on the north side of Coquina Rd., approx. 214 ft. east of U.S. Highway 1. (23 Coquina Rd., Rockledge) (Tax Account 2511124) (District 2)

**P&Z Recommendation:** Moia/Glover - Motion to recommend approval. The motion resulted in a tie vote, with Robert Sullivan, Brian Hodgers, Mr. Hopengarten, Peter Filiberto, and Henry Minneboo, voting nay; therefore, the request is denied.

**BCC ACTION:** Pritchett/Smith - Approved with a BDP (Binding Development Plan) limited to four homes, which would be two single-level duplexes with advanced septic. The vote was unanimous. The BDP will be scheduled as a consent item on a subsequent County Commission agenda. Resolution will be completed upon receipt of recorded BDP.

7. *Proposed Amendments to Section 62-1844, Brevard County Code of Ordinances, Re: Criteria for Tiny Homes and Tiny Homes on Wheels.*

**LPA Recommendation:** Bartcher/Hopengarten - Approved. The vote was unanimous.

## PLANNING AND ZONING BOARD RECOMMENDATIONS

- Item H.1. Mark A. and Rebecca L. Oostdyk. Pritchett/Tobia. Approved the change of zoning classification from RR-1 to AU. (22Z00036).
- Item H.2. CGCR Holdings, LLC. Pritchett/Tobia. Adopted Ordinance No. 22-30, setting forth the sixteenth Small Scale Comprehensive Plan Amendment (22S.12), to change the Future Land Use designation from NC and RES 4 to CC. (22SS00009).
- Item H.3. CGCR Holdings, LLC. Pritchett/Smith. Approved the change of zoning classification from IN(L) to BU-2. (22Z00031).
- Item H.4. Wayne Frank Crisafulli and Sonja Anette Crisafulli Living Trust. Pritchett/Tobia. Approved the request of changing the zoning classification from AU to RR-1. (22Z00038).
- Item H.6. Andrea Bedard and Nicholas Boardman. Pritchett/Smith. Approved the change of zoning classification from AU to RU-2-4 and RU-2-6, with a BDP limiting it to four homes which would be two single-level duplexes with advanced septic.
- Item H.5. Dieter Tytko. Tobia/Pritchett. Approved the change of zoning classification from RR-1 to RU-2-4. (22Z00039).



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.4.

3/21/2023

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### **Subject:**

Approval, Re: Dedication of Public Utility Easement from Cumberland Farms, Inc. for the Cumberland Farms Micco Project - District 3

### **Fiscal Impact:**

None

### **Dept/Office:**

Public Works Department / Land Acquisition / Utility Services Department

### **Requested Action:**

It is requested that the Board of County Commissioners accept the attached Public Utility Easement.

### **Summary Explanation and Background:**

The subject property is located in Section 11, Township 30 South, Range 38 East, north of Micco Road and west of Highway US 1 in Micco.

Cumberland Farms, Inc., owner, has submitted site plan number 21SP00026 for review and approval by the County for the development of a convenience store with fuel sales known as Cumberland Farms Micco. In accordance with County code and standards, the owner has agreed to dedicate the attached Public Utility Easement required as a condition of the site plan approval.

The User Department approves this request.

This acquisition follows the policies and procedures as set forth in Administrative Order 37.

### **Clerk to the Board Instructions:**

# BOARD OF COUNTY COMMISSIONERS

## AGENDA REVIEW SHEET

AGENDA: Dedication of Public Utility Easement from Cumberland Farms, Inc. for the Cumberland Farms Micco Project – District 3.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lisa J. Kruse, Land Acquisition Specialist

CONTACT PHONE: 321-350-8353

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	 _____	_____	<u>2-20-23</u>
COUNTY ATTORNEY Christine Schverak Assistant County Attorney	<u>cms</u> _____	_____	<u>2-21-2023</u>



Prepared by and return to: Lisa J. Kruse  
Public Works Department, Land Acquisition  
2725 Judge Fran Jamieson Way, A204, Viera, Florida 32940  
A portion of Interest in Tax Parcel ID: 30-38-11-00-558 & 30-38-11-00-525

### **PUBLIC UTILITY EASEMENT**

**THIS INDENTURE**, made this 7<sup>th</sup> day of February, 2023, between Cumberland Farms, Inc., a Delaware corporation whose address is 165 Flanders Road, Westborough, Massachusetts 01581, as the first party, and Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as the second party, for the use and benefit of Brevard County, Florida.

**WITNESSETH** that the first party, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, grants unto the second party, its successors and assigns, a perpetual easement commencing on the above date for the purposes of operating, reconstructing, reconfiguring, and maintaining public utility facilities and other allied uses pertaining thereto, over, under, upon, above, and through the following lands:

The land affected by the granting of the easement is located in Section 11, Township 30 South, Range 38 East, Brevard County, Florida, and being more particularly described as follows:

### **SEE LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A"**

Including the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment by the second party of its easement. The first party shall have full use and enjoyment of the easement area but shall not make any improvements within the easement area which will conflict or interfere with the easement granted herein.

**TO HAVE AND TO HOLD** said easement unto Brevard County, a political subdivision of the State of Florida, and to its successors and/or assigns. The first party does covenant with the second party that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

(Signatures and Notary on next page)

IN WITNESS WHEREOF, the first party has caused this easement to be executed, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Witness

David G. Allen

Print Name

[Signature]

Witness

Laura Sherman

Print Name

Cumberland Farms, Inc. a  
Delaware corporation

By: [Signature]

Print Name: Nicholas Unkovic

Title: Chief Legal and Administrative Officer

(Corporate Seal)

STATE OF Massachusetts  
COUNTY OF Worcester

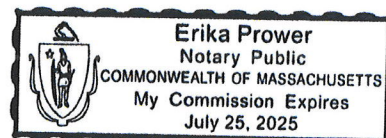
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 11<sup>th</sup> day of February, 2023, by Nicholas Unkovic, as \_\_\_\_\_ for Cumberland Farms, Inc., a Delaware corporation. Is ☒ personally known or ☐ produced \_\_\_\_\_ as identification.

Chief Legal and  
Administrative Officer

[Signature]

Notary Signature

SEAL



# LEGAL DESCRIPTION

## PARCEL 800

PARENT PARCEL ID# 30-38-11-00-558 & 30-38-11-00-525

PURPOSE: PUBLIC UTILITY EASEMENT

EXHIBIT "A"

SHEET 1 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 2 OF 2

### LEGAL DESCRIPTION: PARCEL 800, PUBLIC UTILITY EASEMENT (PREPARED BY SURVEYOR)

A portion of those lands described in Official Records Book 7539, Page 866 and Official Records Book 7539, Page 1005 and lying in the Southwest 1/4 of Section 11, Township 30 South, Range 38 East, Brevard County, Florida, Commence at the intersection of the North right-of-way line of Micco Road (right-of-way width varies) with the Westerly right-of-way line of U.S. Highway No. 1 (a 143.00 foot wide right-of-way), said intersection also being the Southeast corner of those lands described in Official Records Book 8486, Page 95, Public Records of Brevard County, Florida; thence N 90°00'00" W along the South line of said lands described in Official Records Book 8486, Page 95 a distance of 26.00 feet to Southwest corner of said lands described in Official Records Book 8486, Page 95 and the Point of Beginning of the herein described parcel; thence continue N 90°00'00" W along the South line of those lands described Official Records Book 7539, Page 866 a distance of 140.70 feet; thence N 00°00'00" E 10.00 feet; thence S 90°00'00" E 135.07 feet; thence N 31°09'34" E 15.64 feet to a non-tangent intersection with a circular curve concave to the Northeast and having a radius of 5817.65 feet, a radial line bears S 62°30'08" W to said intersection; thence run Northwesterly along the arc of said curve, through a central angle of 02°30'40" an arc distance of 254.97 feet to the point of tangency of said curve; thence N 24°59'12" W 52.25 feet to the intersection with the South line of lands described in Official Records Book 2772, Page 2898; thence N 77°37'47" E along said South line 10.25 feet to said Westerly right-of-way line of U.S. Highway No. 1; thence S 24°59'12" E along said Westerly right-of-way line 50.01 feet to the point of curvature of a circular curve concave to the Northeast and having a radius of 5807.65 feet; thence continue Southeasterly along the said Westerly right-of-way line and the arc of said curve through a central angle of 02°33'59" an arc distance of 260.14 feet to the Northernmost corner of said lands described in Official Records Book 8486, Page 95; thence S 31°09'34" W along the Westerly line of said lands 26.91 feet to the Point of Beginning. Containing 0.11 acres more or less (4,679 square feet more or less).

#### SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE S. LINE OF ORB 7539, PAGE 866 BEING N 90°00'00" W, AS PER DEED.
2. THIS IS NOT A SURVEY.
3. THIS SKETCH AND DESCRIPTION CONTAINS TWO SHEETS. EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER.
4. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON SHEET 1 OF 2.
5. THE SURVEYOR WAS FURNISHED AND HAS REVIEWED FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT No. NCS-1161628-HOU1, EFFECTIVE DATE 12/27/22. THERE ARE NO PLOTTABLE EASEMENTS CONTAINED WITHIN SAID TITLE COMMITMENT.
6. THE SUBJECT PARCEL APPEARS TO BE SUBJECT TO AN EASEMENT GRANTED TO FLORIDA POWER & LIGHT RECORDED IN DEED BOOK 166, PAGE 47. IT IS NOT PLOTTABLE.

#### LEGEND:

BRG = BEARING  
CHD = CHORD  
COR = CORNER  
DA = DELTA ANGLE  
EOP = EDGE OF PAVEMENT  
ORB = OFFICIAL RECORDS BOOK  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
R/W = RIGHT OF WAY  
RNG = RANGE  
REF = REFERENCE  
SEC = SECTION  
S.F. = SQUARE FEET  
TWP = TOWNSHIP

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS



JOEL A. SEYMOUR, LS 6133  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: **Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 676-0427 FAX (321) 984-1448

DRAWN BY: JED	SKETCH	DATE: 1/11/22	REVISIONS:	REVIEWED TITLE COMMITMENT	DATE: 5/12/22	SECTION 11
DATE: 1/18/23	DRAWING: CF-MICCO/ESMTS		ADDRESSED COMMENTS		DATE: 6/29/22 & 7/7/22	TOWNSHIP 30 SOUTH
			UPDATED TITLE COMMITMENT		DATE: 1/18/23	RANGE 38 EAST

# SKETCH OF DESCRIPTION PARCEL 800

PARENT PARCEL ID# 30-38-11-00-558 & 30-38-11-00-525  
PURPOSE: PUBLIC UTILITY EASEMENT

EXHIBIT "A"

SHEET 2 OF 2

NOT A SURVEY

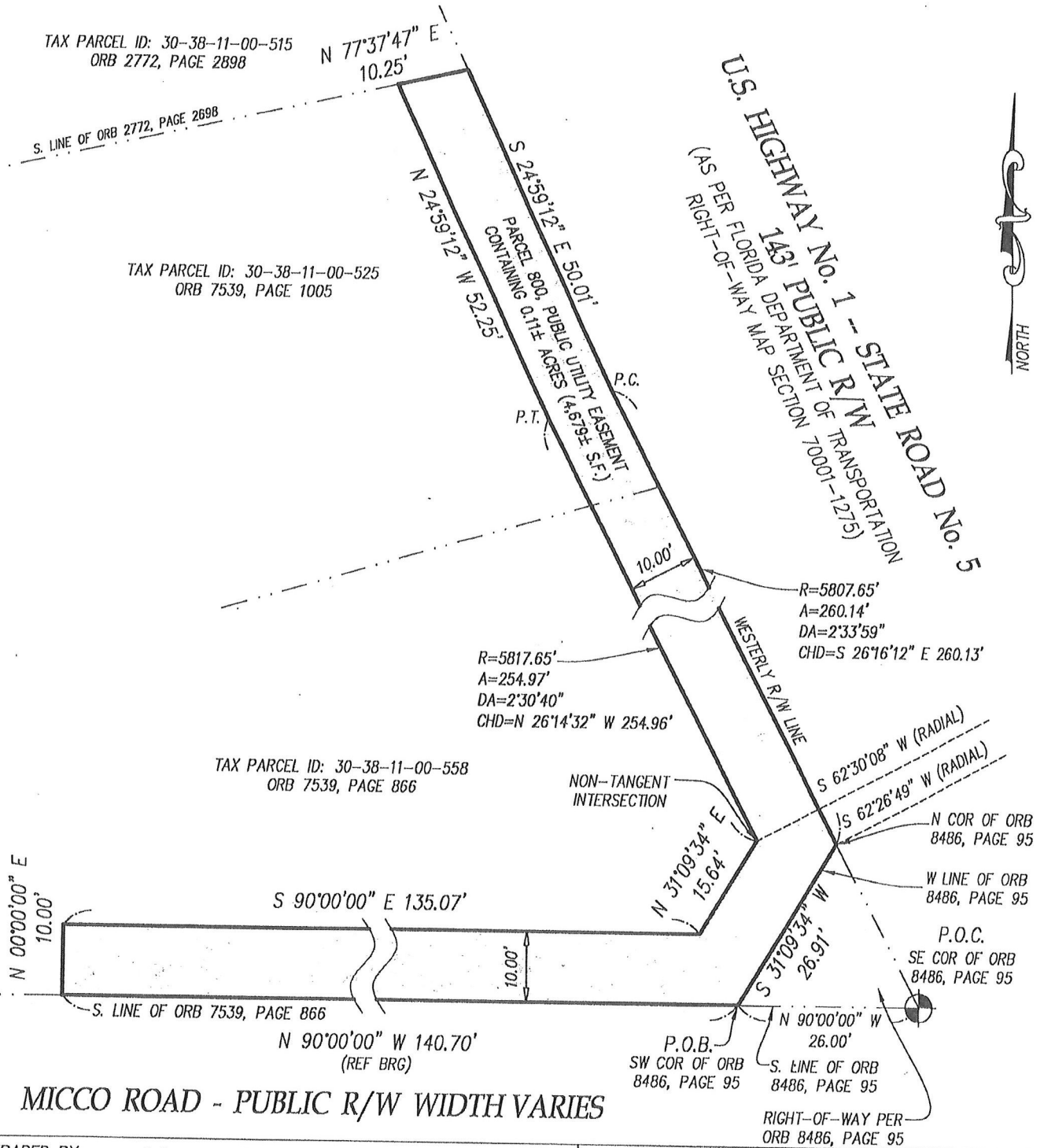
NOT VALID WITHOUT SHEET 1 OF 2

TAX PARCEL ID: 30-38-11-00-515  
ORB 2772, PAGE 2898

S. LINE OF ORB 2772, PAGE 2698

TAX PARCEL ID: 30-38-11-00-525  
ORB 7539, PAGE 1005

TAX PARCEL ID: 30-38-11-00-558  
ORB 7539, PAGE 866



PREPARED BY:

**Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 676-0427 FAX (321) 984-1448

SCALE: 1 INCH = 20 FEET

PROJECT NO.

SECTION 11

TOWNSHIP 30 SOUTH  
RANGE 38 EAST

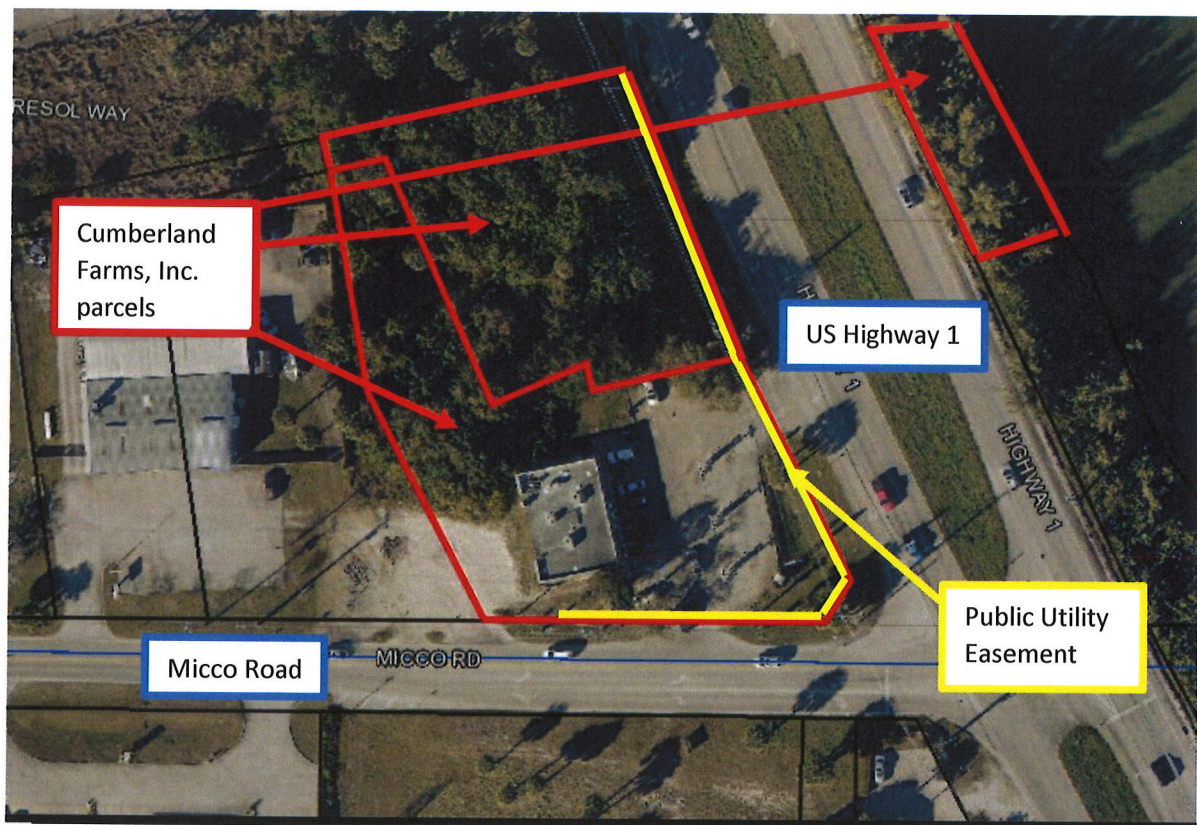


## LOCATION MAP

**Section 36, Township 27 South, Range 37 East - District: 5**

PROPERTY LOCATION: North of Micco Road and west of Highway US 1 in Micco.

OWNERS NAME(S): Cumberland Farms, Inc.





# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.5.

3/21/2023

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### **Subject:**

Approval, Re: Donation of Temporary Construction Easement from Harlan Property Development, LLC for Lift Station W-09 - District 2.

### **Fiscal Impact:**

None

### **Dept/Office:**

Public Works Department / Land Acquisition / Utility Services Department

### **Requested Action:**

It is requested that the Board of County Commissioners accept the attached Temporary Construction Easement.

### **Summary Explanation and Background:**

The subject property is located in Section 17, Township 25 South, Range 36 East, at 2974 Silver Pines Drive in Rockledge.

The Utility Services Department is planning the relocation and construction of Lift Station W-09. The Temporary Construction Easement is necessary to give the construction crews access to remove the existing infrastructure located on the County owned property to the south.

The User Department approves this request.

This acquisition follows the policies and procedures as set forth in Administrative Order 37.

### **Clerk to the Board Instructions:**

# BOARD OF COUNTY COMMISSIONERS


## AGENDA REVIEW SHEET

AGENDA: Donation of Temporary Construction Easement from Harlan Property Development, LLC for Lift Station W-09 – District 2.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lisa J. Kruse, Land Acquisition Specialist II

CONTACT PHONE: 321-350-8353

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	 _____	_____	<u>2-24-23</u>
COUNTY ATTORNEY Christine Schverak Assistant County Attorney	<u>cms</u> _____	_____	<u>2-27-2023</u>

Prepared by and return to: Lisa J. Kruse  
Public Works Department, Land Acquisition  
2725 Judge Fran Jamieson Way, A204, Viera, Florida 32940  
A portion of Interest in Tax Parcel ID: 25-36-17-00-259

### **TEMPORARY CONSTRUCTION EASEMENT**

For and in consideration of the mutual benefits accruing to the parties, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Harlan Property Development, LLC, a Florida limited liability company, hereinafter called the Owner, whose address is 284 Clearlake Drive, Cocoa, Florida 32022, do(es) give, grant, bargain and release to Brevard County, a political subdivision of the State of Florida, hereinafter called the County, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, a temporary construction easement for the purpose(s) of access for constructing, reconstructing and reconfiguring a sanitary force main and associated facilities, and other allied uses pertaining thereto, over, under, upon, above, and through the following lands:

The land affected by the granting of the easement is located in Section 17, Township 25 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows:

### **SEE LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A"**

With construction to be undertaken by or under direct supervision of the County. This easement shall be limited to said purposes, but shall include all rights necessary to accomplish the stated purposes, including, but not limited to the right of ingress and egress onto the easement area as may be necessary for the County to accomplish the work, the right to occupy, possess, and to control the property described herein for the stated purposes, the right to stage and to use equipment on said lands for the stated purposes, and the authority of the County to apply for and to secure any necessary permits or approvals to accomplish the stated purposes.

The Owner does hereby covenant with the County that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

THIS EASEMENT is granted upon the condition that the property will be restored to a condition as nearly as possible to its original condition that existed prior to the use intended by this easement.

(Signatures and Notary on next page)



THIS EASEMENT shall expire upon the completion of the project or 365 days from the commencement of the project, whichever occurs first.

Signed, sealed, and delivered in the presence of:

Witness

(Print Name)

Witness

(Print Name)

Harlan Property Development, LLC,  
a Florida limited liability company

By:

Corey Lancaster, Manager

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this 21st day of February, 2023, by Corey Lancaster, as Manager for Harlan Property Development, LLC, a Florida limited liability company. Is ☐ personally known or ☐ produced Driver License as identification.

Notary Signature  
SEAL



# LEGAL DESCRIPTION

## PARCEL 701

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

PARENT PARCEL ID#: 25-36-17-00-259

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION: PARCEL 701, TEMPORARY CONSTRUCTION EASEMENT (PREPARED BY SURVEYOR)

A PARCEL OF LAND, BEING A PORTION OF LOT "F" AS DESCRIBED IN BREVARD COUNTY OFFICIAL RECORDS BOOK 8463 PAGE 304 AND LYING IN SECTION 17, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT "F" AS DESCRIBED IN BREVARD COUNTY OFFICIAL RECORDS BOOK 8463, PAGE 304, SAID POINT BEING THE POINT OF BEGINNING.

THENCE S 89° 49' 27" W FOR A DISTANCE OF 92.26' ALONG THE SOUTH LINE OF SAID LOT "F" TO A POINT 10.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT "F";

THENCE LEAVING SAID SOUTH LINE ON A BEARING OF N 00° 00' 00" E, ALONG A LINE 10.00 FEET EAST AND PARALLEL WITH THE WEST LINE OF SAID LOT "F" FOR A DISTANCE OF 8.00';

THENCE LEAVING SAID WEST LINE ON A BEARING OF N 89° 49' 27" E, SAID BEARING BEING PARALLEL WITH AND 8.00' NORTH OF SAID SOUTH LINE OF LOT "F", FOR A DISTANCE OF 92.26 FEET;

THENCE S 00° 00' 00" E ALONG THE EAST LINE OF SAID LOT "F" FOR A DISTANCE OF 8.00' TO THE POINT OF BEGINNING.

CONTAINING 738.08 SQUARE FEET OR 0.017 ACRES MORE OR LESS.

PARENT PARCEL BEING SUBJECT TO THE FOLLOWING EASEMENTS: AN INGRESS & EGRESS EASEMENT OVER THE NORTH 25 FEET AS RECORDED IN OFFICIAL RECORDS BOOK 2349, PAGE 711 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND A UTILITY EASEMENT OVER THE WEST 10 FEET AS RECORDED IN OFFICIAL RECORDS BOOK 2916, PAGE 209 OF SAID PUBLIC RECORDS.

### SURVEYORS NOTES:

1. THIS IS A LEGAL DESCRIPTION WITH A SKETCH AS DEFINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION HEREIN.
2. THE BEARINGS SHOWN HEREON SPECIFICALLY BASED ON WEST LINE OF LOT "F" AS DESCRIBED IN BREVARD COUNTY OFFICIAL RECORDS BOOK 8463, PAGE 304. SAID BEARING OF WEST LINE OF LOT "F" BEING N00°00'00"E, AN ASSUMED BEARING BASIS.
3. THE TAX PARCEL NUMBERS SHOWN WERE TAKEN FROM THE BREVARD COUNTY PROPERTY APPRAISER'S WEB SITE AND DEPICT TAX PARCEL NUMBERS AS SHOWN AND DESCRIBED ON SAID WEB SITE AT TIME OF PREPARATION OF SKETCH AND LEGAL SHOWN HEREIN.
4. NO OPINION OF TITLE, OWNERSHIP, OR UNDERWRITTEN RIGHTS IS EXPRESSED OR IMPLIED BY SURVEYOR.

### 5. REFERENCE MATERIAL:

- A: OFFICIAL RECORDS BOOK 5888 PAGE 458  
B: OFFICIAL RECORDS BOOK 2349 PAGE 711  
C: OFFICIAL RECORDS BOOK 2916 PAGE 209  
D: OFFICIAL RECORDS BOOK 7628 PAGE 2161  
E: O&E REPORT BY NEW REVELATIONS INC., FILE NUMBER 22-1554, TAX IDENTIFICATION NUMBER 2538849, EFFECTIVE DATE 01/08/2023. PER SAID REPORT, ONE EASEMENT AFFECTS OR ABUTTS PARCEL 701 WERE DECLARED WITHIN SAID O&E REPORT.

### ABBREVIATIONS:

AKA = ALSO KNOWN AS  
BRG = BEARING  
BOB = BASIS OF BEARING  
COR = CORNER  
ESMT = EASEMENT  
L = LENGTH  
HWY = HIGHWAY  
ORB = OFFICIAL RECORDS BOOK  
PB = PLAT BOOK  
PC = POINT OF CURVATURE  
PG = PAGE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
PT = POINT OF TANGENCY  
PD&UE = PUBLIC DRAINAGE & UTILITY EASEMENT  
R = RANGE OR RADIUS  
R/W = RIGHT OF WAY  
SECT = SECTION  
SQ FT = SQUARE FEET

T = TOWNSHIP  
TP = TAX PARCEL

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

KURT STAFFLINGER, PSM 5496  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

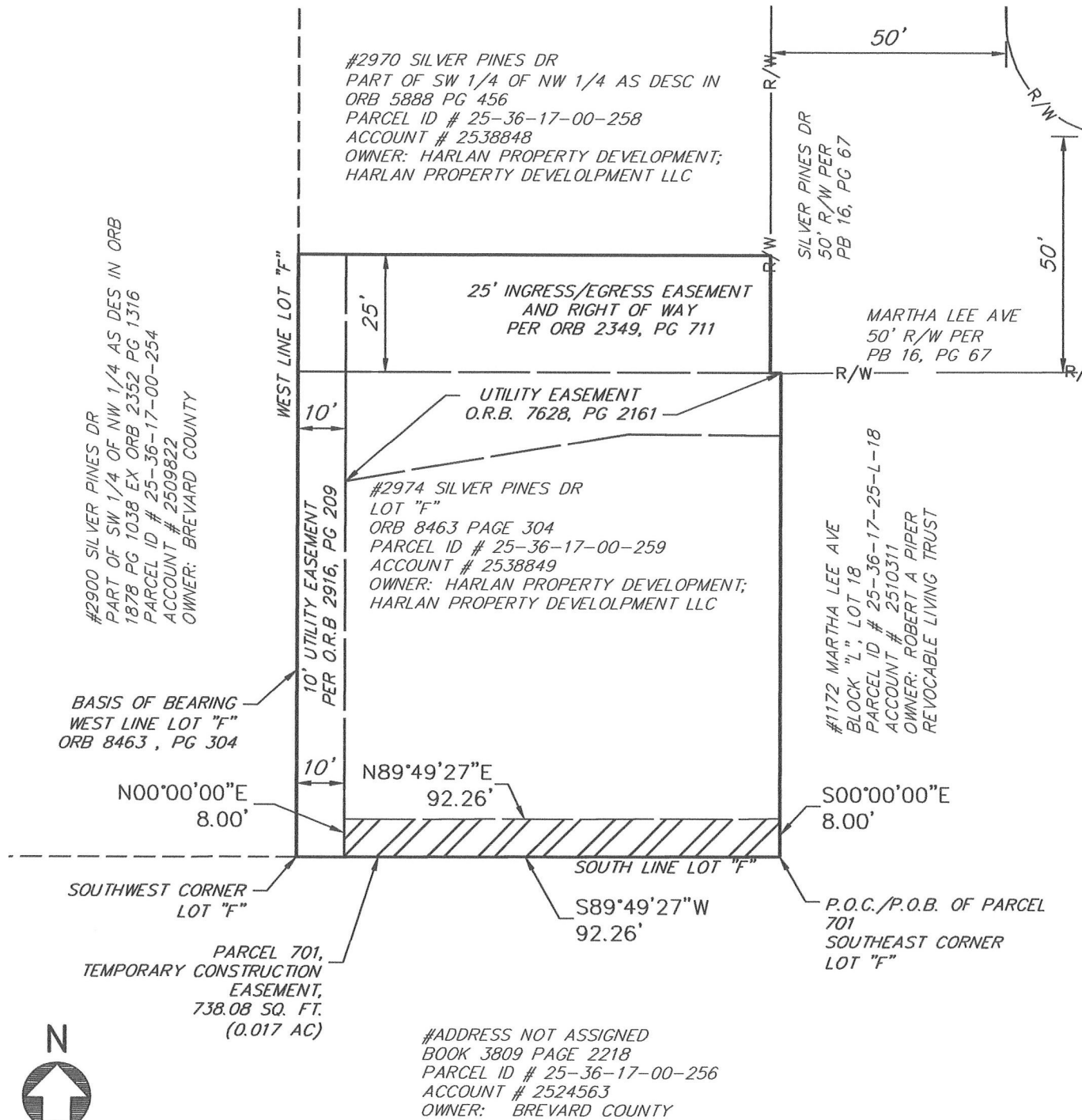
PREPARED BY: ISS SURVEYING  
ADDRESS: 7175 MURRELL RD, MELBOURNE, FL 32940  
PHONE: 321-622-4646

DRAWN BY: ZC	CHECKED BY: KS	PROJECT NO. BRV017			SECTION 17 TOWNSHIP 25 SOUTH RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 01/24/2023	DRAWING: BRV017-TEMP-CONS-ESMT				

# PARCEL 701

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

THIS IS NOT A SURVEY



SECTION 17  
TOWNSHIP 25 SOUTH  
RANGE 36 EAST

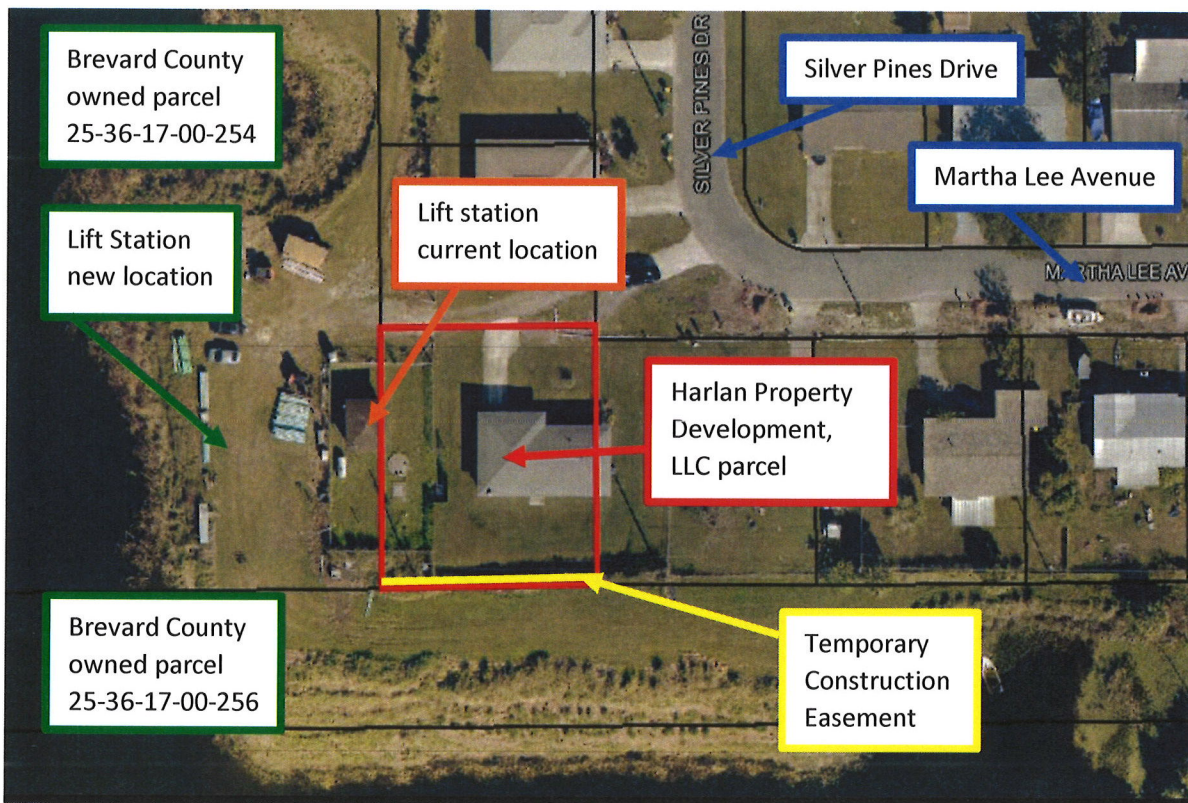


## LOCATION MAP

**Section 17, Township 25 South, Range 36 East - District: 2**

PROPERTY LOCATION: 2974 Silver Pines Drive in Rockledge

OWNERS NAME(S): Harlan Property Development, LLC, a Florida limited liability company





# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.6.

3/21/2023

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### Subject:

Adopt Resolution and Release Performance Bond: Viera Town Center IV - District 4  
Developer: The Viera Company

### Fiscal Impact:

None

### Dept/Office:

Public Works/Engineering

### Requested Action:

In accordance with Section 62-2844(b), it is requested that the Board of County Commissioners adopt the attached Resolution and authorize the Chair to sign the Resolution releasing the Contract and Surety Performance Bond dated February 22, 2022 for the above referenced project.

### Summary Explanation and Background:

The Viera Town Center IV subdivision is located within the Viera Development of Regional Impact (DRI), on the east side of Stadium Parkway, approximately 0.2 miles south of Judge Fran Jamieson Way. This proposed subdivision contains 2 lots on 29.64 acres.

The Viera Town Center IV subdivision received preliminary plat and final engineering plans on September 20, 2021, and final plat and contract approval February 22, 2022. The developer posted a Surety Performance Bond for guarantee of the completion of the infrastructure improvements according to the approved plans.

Per Section 62-2809(b)(2), "Construction after final plat recordation: ...the applicant shall provide security required in Section 62-2844 for the performance of such construction..." Section 62-2844(a) states: "An applicant shall be required to secure its performance security of the construction required under this article by a surety bond, letter of credit, savings account, certificate of deposit or execution of a tri-party escrow agreement. Such security shall not be required if a certificate of completion has been issued for all the subdivision improvements prior to final plat recordation." Because the applicant chose to plat the subdivision prior to completion of construction, the applicant entered into Contract with the Board and posted a Surety Performance Bond to guarantee the completion of the infrastructure improvements according to the approved plans.

As of February 23, 2023, the Viera Town Center IV subdivision infrastructure improvements have been completed and we are in receipt of a two-year maintenance bond.

Reference: 20SD00012, 21FM00020

Contact: Christine Verrett, Special Projects Coordinator III, Extension 58328

**Clerk to the Board Instructions:**

Please forward the Board action to the Public Works Department and provide 2 originals of the Resolution.

**Subdivision Infrastructure  
Contract**

THIS CONTRACT entered into this 22<sup>nd</sup> day of February, 2022, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and The Viera Company, hereinafter referred to as "PRINCIPAL."

WITNESSETH:

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The PRINCIPAL agrees to construct the improvements described below:

and all other improvements depicted in subdivision number 20SD00012. A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

2. Principal agrees to construct the improvements strictly in accordance with the plans and specifications on file in the Land Development Division (which construction is hereinafter referred to as the "Work"). Such plans and specifications (hereinafter referred to as the "Plans") are hereby incorporated into this Agreement by reference and made a part hereof. Principal warrants to County that the Work will conform to the requirements of the Plans and other requirements specified in the County's approval of the Work. Principal also warrants to County that the Work will be free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered to be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this paragraph 2.

If within two (2) years after approval and acceptance of the improvements by County, any Work is found to be defective, Principal shall promptly, without cost to County, either correct such defective Work, or, if it has been rejected by County, remove it from the site and replace it with non-defective Work. If Principal does not promptly comply with the terms of such instructions, County may elect any of the remedies provided for in paragraph 6 herein below. Corrective Work shall be warranted to be free from defects for a period of six (6) months. Any defect in such Work shall be corrected again by Principal promptly upon notice of the defect from County. In the event the maintenance bond given by Principal in connection with County's acceptance of the improvements is extended, the two (2) year warranty period provided for herein shall be extended for a like period.

~~To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control."~~

3. The PRINCIPAL agrees to complete said construction on or before the 31st day of January, 2023.

4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$1,020,908.06. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
  - A. Vacate all or part of such recorded plat where improvements have not Been completed in accordance with the plans and specifications,
  - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
  - C. Request the surety on said performance bond to complete such improvements, or
  - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL 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 during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. 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 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.



F.J. 2

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

Rachel M. Sadoff, Clerk

Kristine Zonka, Chair

As approved by the Board on: February 22, 2022.

WITNESSES:

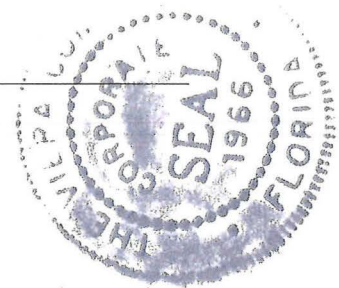
PRINCIPAL: The Viera Company

Charlene R. Spangler  
Charlene R. Spangler

Todd J. Pokrywa, as President

Mary Ellen McKibben  
Mary Ellen McKibben

1-24-22  
DATE



State of: Florida

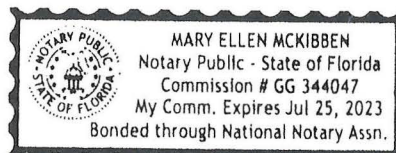
County of: Brevard

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of January 2022, by Todd J. Pokrywa, Pres. who is personally known to me or who has produced as identification and who ~~did~~ (did not) take an oath.

My commission expires:

S E A L

Commission Number:



Mary Ellen McKibben  
Notary Public

Mary Ellen McKibben  
Notary Name printed, typed or stamped

## SURETY PERFORMANCE BOND

## KNOW ALL MEN BY THESE PRESENTS:

That we, THE VIERA COMPANY, hereinafter referred to as "Owner" and, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of \$1,020,908.06 for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Owner has entered into a contract with the County dated the 22<sup>nd</sup> day of February, 2022, which contract is made a part hereof by reference.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by January 31st, 2023 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Owner shall be declared in default of said contract by the County, the Surety shall have sixty (60) days from the date of said default within which to take whatever action it deems necessary in order to insure performance. If, at the expiration of sixty (60) days from the date of said default, no arrangements have been made by the Owner or surety satisfactory to the County for the completion of said contract, then the County shall have the right to complete said contract and the Owner and Surety jointly and severally, shall pay all costs of completing said contract to the County, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the County may sustain on account of the Owner's default of said contract. After the expiration of the aforesaid grace period, the County shall have the additional right to contract for the completion of said contract upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for the completion of said contract, the Owner and Surety shall become immediately liable for the amount of said bid and in the event the County is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County, in its discretion, may permit the Surety to complete said contract, in the event of Owner's default.

In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

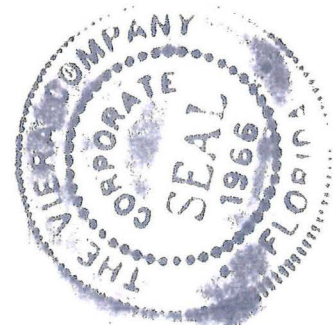
EXECUTED this 24 day of Jan, 2022

OWNER: THE VIERA COMPANY

  
Todd J. Pokrywa, President

SURETY:

  
Christine Payne, Attorney-in-Fact







**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Christine Payne** of **ORLANDO, Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

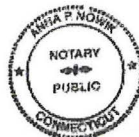
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **7th** day of **January**, **2022**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

JUDGE FRAN JAMIESON WAY

PROJECT SITE

LAKE ANDERSON DRIVE

INTERSTATE 96

WICKHAM ROAD

LOCATION MAP

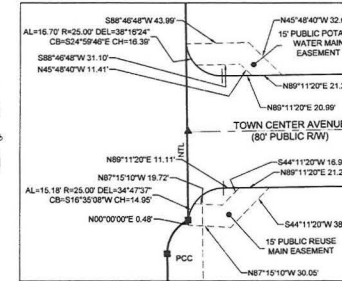
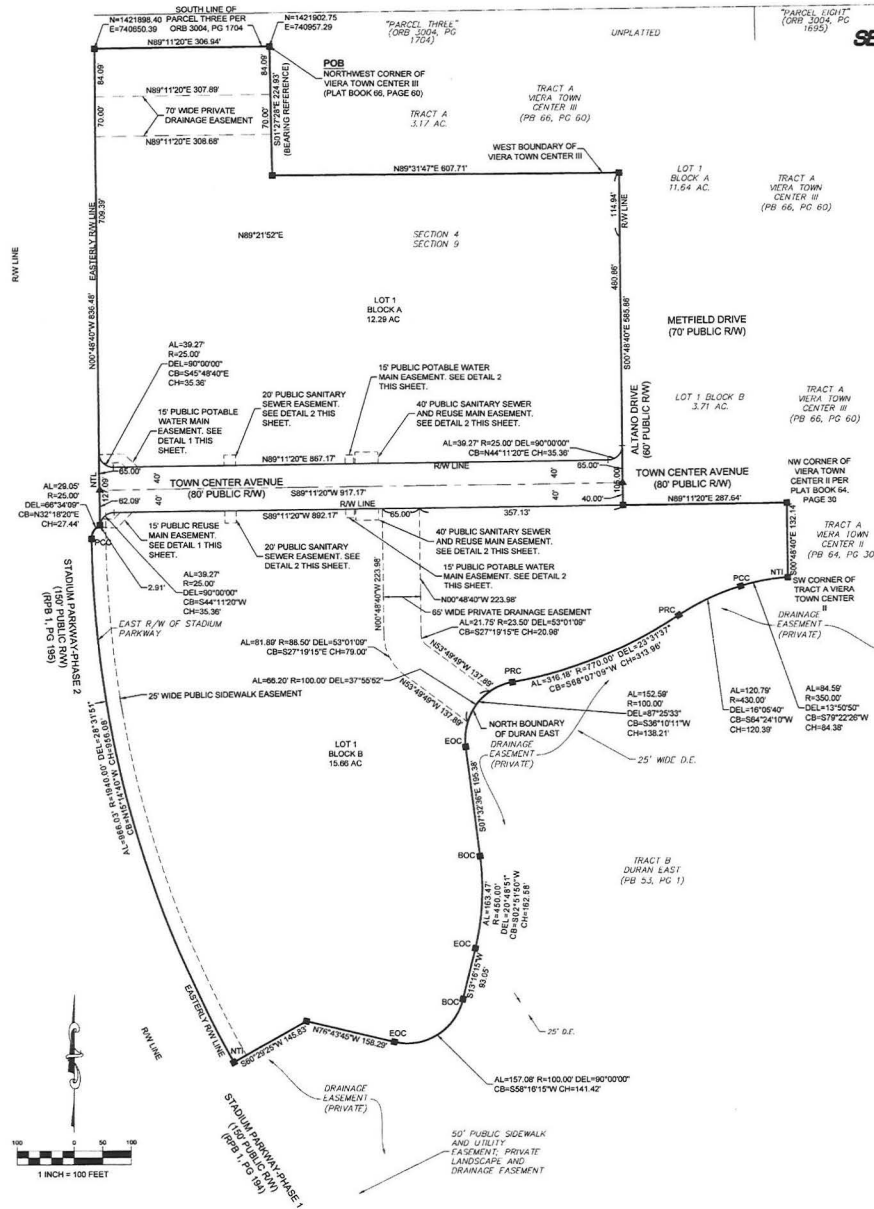
NTS

# VIERA TOWN CENTER IV

## SECTIONS 4 AND 9, TOWNSHIP 26 SOUTH, RANGE 36 EAST

### BREVARD COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 2 OF 2  
SECTIONS 4 & 9, TOWNSHIP 26 SOUTH, RANGE 36 EAST



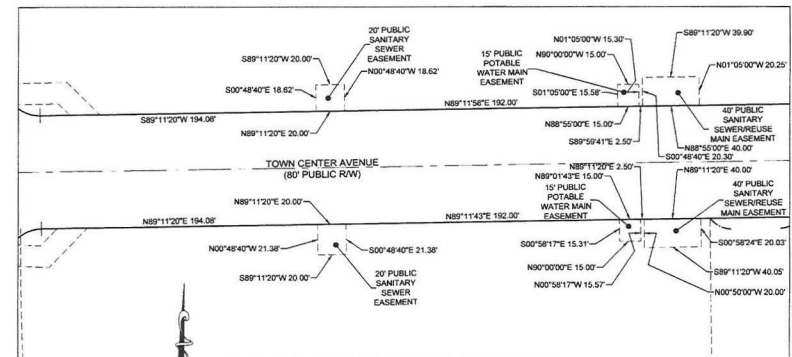
**DETAIL 1**  
**PUBLIC WATER MAIN/REUSE MAIN**  
**EASEMENTS**

SCALE: 1" = 40'

ABBREVIATIONS	
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CC	CURVE OF CURVE
CH	CHORD LENGTH
EOC	END OF CURVE
DEL	CENTRAL/DELTA ANGLE
ESMT	EASEMENT
FD	FOUND
FT	FOOT/FEET
LB	LICENSED BUSINESS
N&D	NAIL AND DISK
(NR)	NON-RADIAL
NTI	NON-TANGENT INTERSECTION
NTL	NON-TANGENT LINE
NTS	NOT TO SCALE
OR/OB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVE
R	RADIUS
RFB	ROAD PLAT BOOK
R/W	RIGHT-OF-WAY

#### SURVEY SYMBOL LEGEND

- 1/4 SECTION CORNER, MARKED AS NOTED
- SET PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT (CM) WITH DISK STAMPED PRM LB4505, UNLESS OTHERWISE NOTED
- SET PERMANENT CONTROL POINT (PCP); SET MAG NAIL AND DISK STAMPED PCP LB4505, UNLESS OTHERWISE NOTED



**DETAIL 2**  
**PUBLIC WATER MAIN/REUSE**  
**MAIN/SANITARY SEWER EASEMENT**

SCALE: 1" = 40'

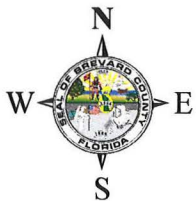
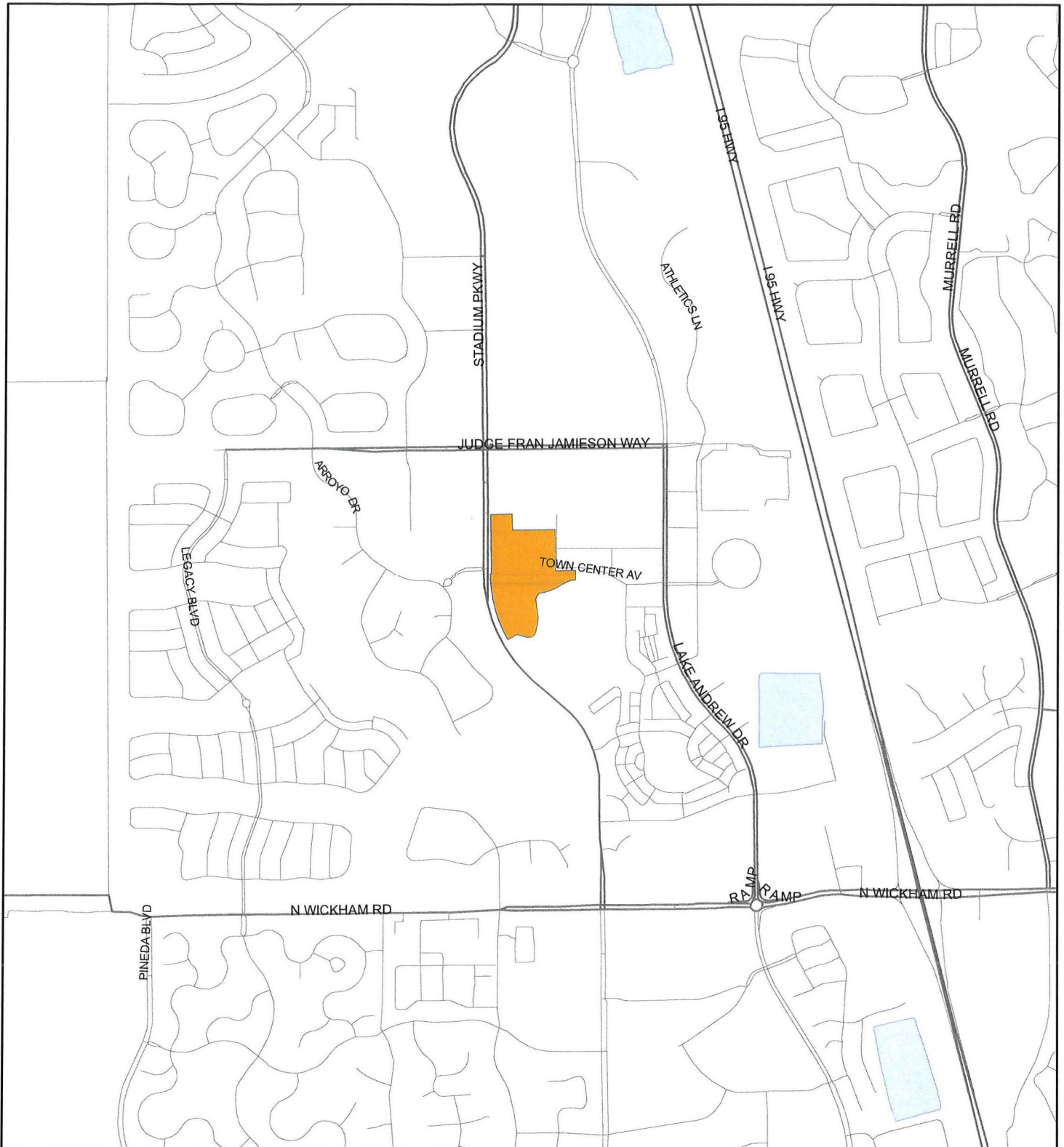
THIS PLAT PREPARED BY -  
**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
1915 W. US HWY 1, SUITE 200, VIERA, FL 32980  
DATE: 10/29/2021  
DESIGNED/DRAWN: HAKOHP  
DRAWING: 11448.03, 301, 302  
PROJECT#: 11448.03



# LOCATION MAP

VIERA TOWN CENTER IV

21FM00020



1:24,000 or 1 inch = 2,000 feet

 Subject Property

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 2/7/2022

## RESOLUTION 23-

WHEREAS, the Board of County Commissioners of Brevard County, Florida and The Viera Company entered into a contract to guarantee the construction of improvements on property commonly known as Viera Town Center IV.

WHEREAS, by execution of the Contract, the Board of County Commissioners of Brevard County, Florida agreed to accept said improvements for public use at such time as said improvements were satisfactorily completed; and

WHEREAS, The Viera Company completed all of the infrastructure improvements and has requested that the executed contract approved on February 22, 2022 be released and release of all undisbursed funds referenced in the Contract hereinabove described.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Brevard County, Florida that:

1. The Board of County Commissioners of Brevard County, Florida hereby acknowledges that there is satisfactory completion of all improvements to that certain real property commonly known as Viera Town Center IV.
2. The Board of County Commissioners of Brevard County, Florida hereby releases the contract and performance bond executed on February 22, 2022.
3. This Resolution shall take effect immediately upon adoption.

DONE, ORDERED, AND ADOPTED in Regular Session the 21<sup>st</sup> day of March, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Rachel Sadoff, Clerk of the Court

By: \_\_\_\_\_

Rita Pritchett, Chair

As approved by the Board on March 21, 2023



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.7.

3/21/2023

---

### **Subject:**

Micco Force Main Extension project - Execution of Change Order 4

### **Fiscal Impact:**

Change order amount is for \$139,266.58 and will be funded by the Utility Services Department operations fund

### **Dept/Office:**

Utility Services Department

### **Requested Action:**

It is requested that the Board of County Commissioners consider approval and execution of Change Order 4 - Micco Force Main Extension project along with any associated budget changes.

### **Summary Explanation and Background:**

The Micco Force Main Extension project, known as "Micco Zone A", is a Save Our Indian River Lagoon (SOIRL) project. The project involves a force main extension along US Highway 1 from Micco Road to the Sebastian Inlet Marina, including 13 residential homes to the south and sewer connection for the new Cumberland Farms store and force main extension along Barefoot Bay Boulevard. The purpose of the project is to get properties along the Indian River Lagoon connected to a sewer collection system.

The project was originally designed and bid to have a 6-inch force main. However, subsequently it was determined to best serve an expanded service area in the future the force main should be resized to an 8-inch diameter. This change order (in the amount of \$139,266.58) addresses the purchase and ownership of the 6-inch pipe by the Utility Services Department rather than SOIRL. The Utility Services Department will utilize the 6-inch pipe for other existing projects.

Attachments: Change Order 4 with supporting documentation

### **Clerk to the Board Instructions:**

E-mail Clerk Memo to Karina Perez Perez at: [karina.perez@brevardfl.gov](mailto:karina.perez@brevardfl.gov) and mail original to Utility Services, Attention: Karina Perez Perez.



**CHANGE ORDER NO. 4**

County Project No.: 6572301

Engineer Project No.: 388005

**PROJECT TITLE:** Micco Force Main Extension

To: Owen Callard

You are hereby authorized to make the following additions and/or deductions to your contract amount:

	Previous Contract Amount	Increase	Decrease	Net Change	Revised Contract Amount
<b>TOTAL</b>	\$ 3,373,671.61	\$ 139,266.58	\$	\$ 139,266.58	\$ 3,512,938.19

You are hereby authorized to make the following adjustment to the Contract Time:

Previous Contract Period	Previous Contract Deadline	Contract Time Extension	Revised Contract Period	Revised Contract Deadline
395 Days	11/30/23	N/A Days	N/A Days	N/A

**DESCRIPTION OF CHANGE:**

	ADD	DEDUCT
Item 1: Purchasing of 6" Piping Material	139,266.58	

Recommended by Engineer  
DRMD, Inc.

By: [Signature]  
Title: Project Manager  
Date: 1/23/23

Accepted by Contractor

By: Jorge L. Godoy JR.  
Title: Project Manager  
Date: 1/23/23

Recommended by Brevard County Utility Services  
Department

By: [Signature]  
Title: Director  
Date: MAR 03/23

Approved by Board of County Commissioners

By: Rita Pritchett  
Title: Chair  
Date: February 7, 2023

ATTEST:

Rachel Sadoff, Clerk

CHANGE ORDER NO.: 4

**REQUEST AND JUSTIFICATION FOR CHANGE**

County Project No.: 6572301

Engineer Project No.: 388005

**PROJECT TITLE:** Micco Force Main Extension

ITEM NO.:   1  

Necessity for change:

This Change was Ordered By Brevard County Utilities.

Will proposed change alter size of project:


Yes       

No       

If yes, explain:

Effect on operation and maintenance cost of this project:

END OF CHANGE ORDER FORM

<b>METRO EQUIPMENT SERVICE, INC</b>						<b>CHANGE ORDER</b>
DATE: 12/09/22					<b>COR #:</b>	<b>4</b>
PROJECT: Mico Force Main Extention						
TO: Owen Callard						
RE: Cost of Enlarging 6" HDPE to 8" HDPE						
*ADDITIONAL ITEMS:					<b>UNIT COST</b>	<b>SUBTOTAL</b>
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>			
1	Cost of 6" PVC Pipe and Fittings	LS	1	\$ 124,838.50	\$ 124,838.50	
2					\$ -	
3					\$ -	
					<b>Subtotal:</b>	\$ 124,838.50
					<b>Mark Up 9.37%</b>	\$ 11,697.37
					<b>Total:</b>	\$ 136,535.87
*IN CONTRACT PAY ITEMS:					<b>UNIT COST</b>	<b>SUBTOTAL</b>
<b>PAY ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>			
	See Attached				\$ -	
					\$ -	
					\$ -	
					<b>Subtotal:</b>	\$ -
					<b>Change Order Sub-Total</b>	\$ 136,535.87
					<b>Additional Bonding</b>	\$ 2,730.72
					<b>TOTAL INCREASE:</b>	\$ 139,266.59
TOTAL OF THIS CHANGE ORDER REQUEST		ADD	<input checked="" type="checkbox"/>	DEDUCT	TBD	\$ 139,266.59
THE CONTRACT TIME WILL BE REVISED TO REFLECT:		ADD		DEDUCT	TBD	<input checked="" type="checkbox"/>
						CALENDAR DAYS
Metro Equipment Service, Inc.		JORGE L GODOY Jr.		PROJECT MANAGER		12/09/22
General Contractor		Name		Title		Date
Having received the above, I hereby certify that to the best of my knowledge and belief, the cost or pricing data submitted reflects adequate values and that Contractor is entitled to payment and time extension as noted above						
Project Engineer		Scott Nickle				
		Name		Title		Date

Materials Ordered Per 6" Design					
Description	Unit	QTY	Price	Ext Price	
Bid Item 16					
6 PVC C900 DR18 PIPE (G) 20' GRN PC235	FT	4900	\$ 15.00	\$	73,500.00
6 BELL RESTRAINER F/C900 1506	EA	93	\$ 75.00	\$	6,975.00
Bid Item 18 ARV					
6X4 MJ TEE C153 P401 USA	EA	1	\$ 775.00	\$	775.00
Bid Item 23					
6 MJ 22-1/2 C153 P401 USA	EA	6	\$ 365.00	\$	2,190.00
Bid Item 24					
6 MJ 45 C153 P401 USA	EA	20	\$ 385.00	\$	7,700.00
Bid Item 25					
8X6 MJ RED C153 P401 USA	EA	6	\$ 545.00	\$	3,270.00
Bid Item 27					
6 MJ TEE C153 P401 USA	EA	1	\$ 575.00	\$	575.00
BASE BID-CUMBERLAND FARMS TO LS/BAREFOOT BAY					
Bid Item 16					
6 PVC C900 DR18 PIPE (G) 20' GRN PC235	FT	1340	\$ 15.00	\$	20,100.00
6 BELL RESTRAINER F/C900 1506	EA	10	\$ 75.00	\$	750.00
Bid Item 25					
6X4 MJ RED C153 P401 USA	EA	1	\$ 385.00	\$	385.00
Bid Item 25A					
8X6 MJ RED C153 P401 USA	EA	2	\$ 545.00	\$	1,090.00
Misc					
6 MJ L/P SLV C153 P401 USA	EA	1	\$ 415.00	\$	415.00
Sub Total				\$	117,725.00
Tax				\$	7,063.50
SUR TAX				\$	50.00
Total				\$	124,838.50
Notes/Exceptions:					

**Notes/Exceptions:**

1) These costs are strictly related to the return of special order 6" material. This does not include the additional costs associated with the increase in cost of Materials associated with the redesign to 8".

139675  
JGHN LAHR  
72-466-5955  
Ft Pierce, FL  
\$240,060.45



1830 Craig Park Court  
St. Louis, MO 63146

DUPLICATE  
INVOICE

Invoice #  
Invoice Date  
Account #  
Sales Rep  
Phone #  
Branch #062  
Total Amount Due

R828421  
10/28/22  
139675  
VAUGHN LAHR  
772-466-5955  
Ft Pierce, FL  
\$116,149.67

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST. LOUIS, MO 63146

Shipped To:  
10001 North Wickham Road  
321-210-9256 Phil Bissett  
Melbourne, FL

METRO EQUIPMENT SERVICE INC  
9425 SW 72ND ST STE 150  
MIAMI FL 33173-3290

CUSTOMER JOB- MICCOFM MICCO FM

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 10/24/22 Date Shipped 10/27/22 Customer PO # 22-03-02 Job Name MICCO FM Job # MICCOFM Bill of Lading Shipped Via CORE & MAIN LP Invoice# R828421

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
618G 020618G	6 PVC C900 DR18 PIPE (G) 20' GRN PC235	4900	4900		15.00000	FT	73,500.00 ✓
21AMF8061506	6 BELL RESTRAINER F/C900 1506	93	93		75.00000	EA	6,975.00 ✓
21T062M401	6 MJ 22-1/2 C153 P401 USA	5	5 (6)		365.00000	EA	1,825.00 ✓
21T064M401	6 MJ 45 C153 P401 USA	13	13 (14)		385.00000	EA	5,005.00 ✓
21T06T060M401	6 MJ TEE C153 P401 USA	1	1		575.00000	EA	575.00 ✓
618G 020618G	6 PVC C900 DR18 PIPE (G) 20' GRN PC235	1340	1340		15.00000	FT	20,100.00 ✓
21AMF8061506	6 BELL RESTRAINER F/C900 1506	10	10		75.00000	EA	750.00 ✓
21T06R04M401	6X4 MJ RED C153 P401 USA	1	1		385.00000	EA	385.00 ✓
21T06S112401	6 MJ L/P SLV C153 P401 USA	1	1		415.00000	EA	415.00 ✓

Project Manager App'd: Tony M...

Cost Code: 318 Job#: 2203 Date: 11/16/22

Subcontractor: PO on file Supplier: X Service: 2225151222

Sub Agreement Req'd: Yes     No X

Release Req'd: Partial X Final     N/A    

Ins Req'd: GL     WC     Exempt (N/A)    

Exception App'd by:     Date:    

Freight Delivery Handling Restock Misc

Subtotal: 109,530.00  
Other: .00  
Tax: 6,619.67

Terms: NET 30  
Ordered By: JORGE

Invoice Total: \$116,149.67

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.  
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>











Local Knowledge  
Local Experience  
Local Service, Nationwide®

FT PIERCE FL  
Branch - 062  
7374 Commercial Circle  
Ft Pierce FL 34951 0000  
PHONE # 772 466 5955

PROMISED: 10/24/22  
FILLED BY: T.S.

CHECKED BY:

REVIEWED BY:

PICK TICKET R828421

ENTERED BY: PATRICK ZACCARO - 062

139675 10/24/2022 04:26 PM PAGE 1

SPECIAL INSTRUCTIONS/COMMENTS: BID # 2498812 C/O # R453500 BID NM: MICCO FORCEMAIN R5 FINAL		METRO EQUIPMENT SERVICE INC 10001 North Wickham Road 321-210-9256 Phil Bissett Melbourne FL 32940		S H I P T O	
WARNING-HEAVY ITEM-LIFT ASSISTANCE REQ'D		JOB NUMBER MICCOFM		JOB NAME MICCO FM	
BILL OF LADING NO.		SHIPPED VIA		SALESMAN	
BACK ORDERED		UNIT PRICE		PER	
QTY SHIPPED		QTY ORDERED		QTY ORDERED	
OUR TRUCK		CUSTOMER PICK UP		DIRECT	
SHIPPED		SHIPPED		SHIPPED	
BIN LOCATION		PRODUCT CODE		DATE ORDERED	
DATE SHIPPED		PURCHASE ORDER NO.		DATE ORDERED	
10/24/22		10/24/22		10/24/22	
Cus Ph# 305 740 3303		Cus Ph# 305 740 3303		Cus Ph# 305 740 3303	
METRO EQUIPMENT SERVICE INC STOCK OAKLAND PARK 9425 SW 72ND ST STE 150 MIAMI FL 33173-3290		METRO EQUIPMENT SERVICE INC 10001 North Wickham Road 321-210-9256 Phil Bissett Melbourne FL 32940		S H I P T O	
Ordered by: 618G 020618G		Jorge		Jorge	
W 8 1 3 21AMF8061506		6 PVC C900 DR18 PIPE (G) 20' GRN PC235 WEIGHT: 5.3000 lb *REF 245.00 PC *		4900 4900 4900	
Y14 21T062M401		6 BELL RESTRAINER F/C900 1506 WEIGHT: 27.3000 lb		93 93 93	
Y 6 21T064M401		6 MJ 22-1/2 C153 P401 USA WEIGHT: 31.0000 lb		6 6 6	
Y 6 21T08R06M401		6 MJ 45 C153 P401 USA WEIGHT: 39.0000 lb		14 14 14	
Y14 21T06T060M401		8X6 MJ RED C153 P401 USA WEIGHT: 39.0000 lb		6 6 6	
Y13 618G 020618G		6 MJ TEE C153 P401 USA WEIGHT: 66.0000 lb *REF 67.00 PC *		1 1 1	
SEE AUTHORIZED SIGNERS LIST IN SERVICE NOTES		6 PVC C900 DR18 PIPE (G) 20' GRN PC235 WEIGHT: 5.3000 lb		1340 1340 1340	
TAX		TAX AMOUNT		TAX	
MERCHANTISE SUBTOTAL		FREIGHT		MISCELLANEOUS	
RESTOCKING		HANDLING		TOTAL SALE	

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <http://ftandc.coreandmain.com/>.



RECEIVED BY  
SIGNATURE:  
PRINT NAME  
HERE:







# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.8.

3/21/2023

---

### **Subject:**

Permission to Accept Florida Airports Council Internship Grant Funds

### **Fiscal Impact:**

Grant Allocation: \$4,000

Local Match by Valkaria Airport: \$1,000

### **Dept/Office:**

Valkaria Airport

### **Requested Action:**

It is requested that the Board of County Commissioners grant permission and authorize staff to accept grant funds delegated to Valkaria Airport through the Florida Airports Council. Further, authorize Airport Manager to execute the grant agreement, and authorize all necessary budget change requests associated with this agreement.

### **Summary Explanation and Background:**

The Florida Airports Council (FAC) Internship Grant has allocated \$4,000 in grant funds for Valkaria Airport. This is 80% (\$4,000) FAC funding and 20% (\$1,000) airport match. No general funds are required. These funds will be utilized to provide work experience for students pursuing careers in airport management. This grant expires on August 31, 2023.

There are currently no known additional requirements attached to this grant funding.

### **Clerk to the Board Instructions:**



*Education Foundation President*

**Roy Sieger**

**Flagler Executive Airport**

*Chairman of the Board*

**Kerry Keith**

**Naples Airport Authority**

*Vice-Chairman*

**Karen Feaster**

**Daytona Beach International Airport**

*Secretary/Treasurer*

**Chad Rosenstein**

**Lee County Port Authority**

*President/CEO*

**Lisa Lyle Waters**

---

**Board of Directors**

**Mark Cervasio**

Venice Municipal Airport

**James Furioli**

Lee County Port Authority

**Rufus James**

Fort Lauderdale Executive Airport

**Sierra LePore**

Vanasse Hagen Brustlin (VHB)

**Michael Nonnemacher, A.A.E.**

Fort Lauderdale-Hollywood  
International Airport

**James W. Parish, P.E.**

Punta Gorda Airport

**Scott Knight**

Tampa International Airport

**Scott Kohut**

Boca Raton Airport

February 24, 2023

Mr. Adam Hied, Airport Manager  
c/o Liesl King, Airport Operations Specialist  
Valkaria Airport  
1 Pilot's Place  
Malabar, FL 32950

Dear Mr. Hied,

Enclosed for signature are two copies of ***Internship Grant Agreement No. 22-05*** between the Florida Airports Council and Valkaria Airport. Please make sure to review the agreement thoroughly, as there was a change implemented in 2020 to the distribution of funds.

Once your review is complete, please facilitate the signature of both copies and return them to our office in Orlando. I will sign both and return one fully executed copy to you for your files. If you have any questions, feel free to contact me at (407) 745-4161. Thank you for participating in FAC's Internship Program.

Sincerely,

A handwritten signature in blue ink that reads 'Lisa L. Waters'.

Lisa L. Waters  
President/CEO



## INTERNSHIP GRANT AGREEMENT FOR VALKARIA AIRPORT

**No. 22-05**

This Internship Grant Agreement (Agreement) is entered between the Parties, consisting of **Florida Airports Council** (the Council) and **Valkaria Airport** (Recipient).

### Recitals

The Council awards Internship Grants to FAC member airports to help provide work experience for students interested in pursuing careers in airport management and to provide a talented workforce for Florida's airports. Grants are awarded to airports that demonstrate a willingness and desire to employ and supervise an Intern.

To qualify for this grant, the Intern must be attending, or recently (*within one year unless approved by the Council*) graduated from a college or university with an emphasis on airport/aviation management, operations, or a closely related field, and unrelated to any member of the airport management or governing body of the airport. Exceptions to this policy may be made, from time to time, at the discretion of the FAC Board of Directors. Selections are made on a non-discriminatory basis.

### **1. Duties of the Council**

The Council agrees to provide matching grants to Recipient to employ an intern at Valkaria Airport. The grant will be issued to Recipient and not directly to the Intern. The Intern is not an employee of the Florida Airports Council, and the Council is not responsible for supervision of the Intern.

### **2. Duties of Recipient**

The Recipient agrees that in addition to providing staff assistance for the airport, the purpose of the grant is to provide on-the-job experience for the Intern. The Recipient is responsible for always providing direct supervision of the Intern.

The Recipient agrees to provide the following by **August 31, 2023**:

- Internship Paper: The Intern shall write a final report at the end of the internship period, detailing the type of work assigned, work accomplished, what they learned from the experience and recommendations for future interns, if any.
- Supervisor Report: The intern's immediate supervisor will provide a report describing the intention and work plan of the internship, the experience, any deviations from the work plan outlined in the Recipients original application and any lessons learned or pointers to others.

- Recipient's Financial Report: The Recipient will provide a report detailing the following:
  - Full contact information of Intern (name, address, phone, and email)
  - School attending and degree program (*If graduated, provide graduation date.*)
  - Start-date/end-date of the internship
  - Hours worked per week
  - Hourly rate of pay
  - Total amount paid to intern
  - Percentage of time per Airport Type

The Recipient will make every effort to select interns from one of FAC's Educational Member Institutions, when possible. These institutions are: Embry-Riddle Aeronautical University, Embry-Riddle Aeronautical University – Worldwide, Everglades University, Florida Institute of Technology, Lynn University, Polk State College, and University of South Florida.

### **3. Distribution of Grant Funds**

FAC's grant funds will be provided upon completion of the internship period and submittal of the three reports required in this Agreement. **Grant funds shall be disbursed as follows:**

- Commercial Service Airports – 50% airport / 50% Florida Airports Council up to \$4,000
- General Aviation Airports – 20% airport / 80% Florida Airports Council up to \$4,000

FAC's participation is based upon the total amount paid the intern.

#### **FLORIDA AIRPORTS COUNCIL**

#### **RECIPIENT**

\_\_\_\_\_  
Lisa L. Waters  
President/CEO

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b> Florida Airports Council		<b>2. Amount:</b> \$4,000
<b>3. Fund/Account #:</b> 0020/219600	<b>4. Department Name:</b> Valkaria Airport	
<b>5. Contract Description:</b> Florida Airports Council Internship Grant		
<b>6. Contract Monitor:</b> Liesl King		<b>8. Contract Type:</b>  GRANT
<b>7. Dept/Office Director:</b> Adam Hied		
<b>9. Type of Procurement:</b> Other		

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Liesl M. King <small>Digitally signed by Liesl M. King Date: 2023.02.09 16:28:32 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Caron, Justin <small>Digitally signed by Caron, Justin Date: 2023.02.27 14:45:01 -05'00'</small>

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete</b> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b> Florida Airports Council		<b>2. Amount:</b> \$4,000
<b>3. Fund/Account #:</b> 0020/219600	<b>4. Department Name:</b> Valkaria Airport	
<b>5. Contract Description:</b> Florida Airports Council Internship Grant		
<b>6. Contract Monitor:</b> Liesl King		<b>8. Contract Type:</b>  GRANT
<b>7. Dept/Office Director:</b> Adam Hied		
<b>9. Type of Procurement:</b> Other		

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Liesl M. King <small>Digitally signed by Liesl M. King Date: 2023.02.09 16:28:32 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2023.02.28 10:11:04 -05'00'</small>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.9.

3/21/2023

### Subject:

Approval Re: Agreement between the Brevard County Board of County Commissioners, the City of Titusville, and Housing for Homeless, Inc. (Up to \$80,437 - District 1)

### Fiscal Impact:

Fiscal Year 2023/2024: There will be no fiscal impact to the General Fund. Project costs will be split between Brevard County's HOME allocation (up to \$39,000) and Titusville's HOME allocation (up to \$41,437). Funds are budgeted in the HOME Investment Partnership Program grant Cost Center 1472-303052.

### Dept/Office:

Housing and Human Services

### Requested Action:

It is requested that the Brevard County Board of County Commissioners authorize:

1. the County Manager to execute an agreement between the Brevard County Board of County Commissioners, the City of Titusville and Housing for Homeless, Inc.;
2. the Housing and Human Services Department Director to execute any future amendments or modification upon approval by the County Attorney and Risk Management; and,
3. the County Manager to execute all necessary budget change requests.

### Summary Explanation and Background:

A local certified Community Housing Development Organization (CHDO), Housing for Homeless, Inc. submitted a request for funding to the Brevard County Affordable Housing Advisory Committee for an affordable housing project in the City of Titusville. In order to receive certification as a CHDO, the Brevard County Housing and Human Services Department must qualify the agency utilizing specific criteria per the United States Department of Housing and Urban Development (HUD) guidelines. Some of the requirements include: (1) organization under State Law; (2) having as its purpose (in its Charter, Articles of Incorporation, By-Laws or Resolution) the provision of decent housing that is affordable to low-income households; (3) have a board of directors that is composed of one third low-income representation and no more than one third public representation; (4) have a minimum of one year of experience in serving the community were the project will take place; and, (5) must demonstrate the capacity of their key staff to carry out the proposed project.

Housing for Homeless, Inc. proposes to replace the roof at their Tropic Hammock apartment complex located at 417 Rock Pit Road, Titusville Florida, 32796 with peel and stick underlayment laminate, 30-year architectural shingles, and repairing damaged decking and fascia as needed. Housing for Homeless, Inc. will also install new gutters, downspouts, leaf guards and trim trees surrounding the complex. Upon completion the units will be rented to households whose income is at or below 80% of the adjusted HOME income for the Palm Bay-



Melbourne-Titusville Metropolitan Statistical Area. For a family of three their income cannot exceed \$58,500 annually.

Funding for this project will be split between Brevard County's HOME allocation (up to \$39,000) and Titusville's HOME allocation (up to \$41,437).

**Clerk to the Board Instructions:**

Please have the County Manager sign the agreement and return it to the Housing and Human Services Department.

BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS

## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. <b>Contractor:</b> Housing for Homeless, Inc.		2. <b>Amount:</b> 80,437.00	
3. <b>Fund/Account #:</b> 1472-303052-582000		4. <b>Department Name:</b> Housing and Human Services	
5. <b>Contract Description:</b> Roof Replacement			
6. <b>Contract Monitor:</b> Brian Breslin		8. <b>Contract Type:</b>  CONSTRUCTION	
7. <b>Dept/Office Director:</b> Ian Golden			
9. <b>Type of Procurement:</b> Exempt from Competition			

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

#### APPROVAL

#### COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

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Purchasing

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☐

Risk Management

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County Attorney

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### SECTION III - REVIEW AND APPROVAL TO EXECUTE

#### APPROVAL

#### COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

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Golden, Ian

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Date: 2023.02.06 13:32:46 -05'00'

Purchasing

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Risk Management

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*Summer C. Wyllie-Vitt, Summer*

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Date: 2023.02.10 11:17:56 -05'00'

County Attorney

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### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. Contractor: Housing for Homeless, Inc.		2. Amount: 80,437.00	
3. Fund/Account #: 1472-303052-582000		4. Department Name: Housing and Human Services	
5. Contract Description: Roof Replacement			
6. Contract Monitor: Brian Breslin		8. Contract Type:  CONSTRUCTION	
7. Dept/Office Director: Ian Golden			
9. Type of Procurement: Exempt from Competition			

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

#### APPROVAL

#### COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

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Purchasing

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Risk Management

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County Attorney

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### SECTION III - REVIEW AND APPROVAL TO EXECUTE

#### APPROVAL

#### COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

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Golden, Ian

Digitally signed by Golden, Ian  
Date: 2023.02.08 13:32:46 -05'00'

Purchasing

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Risk Management

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County Attorney

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*[Handwritten Signature]* 2/12/2023

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
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Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

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**RENTAL HOUSING HOME INVESTMENT PARTNERSHIP PROGRAM AGREEMENT  
BETWEEN  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, and the CITY OF  
TITUSVILLE as partners  
AND  
HOUSING FOR HOMELESS, INC.**

THIS AGREEMENT, entered into this 21<sup>st</sup> day of March, 2023 by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the County), City of Titusville, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City"), and Housing for Homeless, Inc. (hereinafter referred to as the Owner or Developer).

**WHEREAS**, The Department of Housing and Urban Development has allocated HOME Investment Partnership Program funds to Brevard County to fund housing programs that meet local needs and priorities; and

**WHEREAS**, the County in accordance with the HOME Investment Partnership Program Regulations 24 CFR Part 92, allocates HOME Investment Partnership Program funds for projects that result in the creation of affordable housing for low income households; and

**WHEREAS**, the County has allocated HOME Investment Partnership Program funds to the City of Titusville, through the HOME Consortium, for various eligible Community Housing Development Organization (CHDO) projects; and

**WHEREAS**, the Brevard County Affordable Housing Council has recommended and the County and City desire to award up to \$80,437.00 in HOME Investment Partnership Program funds to the developer for the rehabilitation of existing affordable housing; and

**WHEREAS**, the developer agrees that the project will be carried out in accordance with HOME Investment Partnership Program project requirements in 24 CFR Part 92, as applicable, as well as other applicable HOME Investment Partnership Program federal requirements and the terms of this Agreement.

**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:**

**Affordability**: refers to the requirements of the HOME Investment Partnership Program that relate to the cost of housing at initial occupancy through established timeframes, as prescribed in the HOME Investment Partnership Program regulations. Affordability requirements vary depending on the nature of the HOME Investment Partnership Program-assisted activity, such as homeownership or rental housing.

**Area Median Income (AMI):** the median family income adjusted for family size as published by the Department of Housing and Urban Development (HUD) annually.

**Annual Income:** Projected annual income established in compliance with HOME Investment Partnership Program and State Housing Initiatives Partnership (SHIP) regulations, specifically established at 24 CFR Part 5.609.

**Community Housing Development Organization (CHDO):** A private, non-profit organization that meets a series of qualifications prescribed in the HOME Investment Partnership Program regulation 24 CFR Part 92.2. A participating jurisdiction must award at least fifteen percent of its annual HOME allocation to CHDOs. CHDOs may own, develop, or sponsor HOME-financed housing.

**Department:** Housing and Human Services Department of Brevard County.

**Director:** The Director of Brevard County's Housing and Human Services Department, and the City of Titusville's Neighborhood Service Department

**Fair Housing:** Requirements for non-discrimination based on race, color, sex, disability, religion, familial status or national origin in accordance with Federal Regulations 24 CFR 100-146 and State Law FS 760.

**Hard Costs:** costs associated with the construction of a project.

**HOME-Assisted Units:** Units within a HOME Investment Partnership Program project for which rent, occupancy, and/or long-term affordability restrictions apply. The number of units designated as HOME-assisted affects the maximum HOME subsidies that may be provided to a project.

**HOME Funds:** All appropriations for the HOME Investment Partnership Program, plus all repayments and interest or other applicable return on investment of these funds.

**HOME Investment Partnership Program Act:** The act that created a formula-based allocation program intended to support State and local affordable housing programs. The goal of the program is to increase the supply of affordable rental and ownership housing through acquisition, construction, reconstruction, and moderate or substantial rehabilitation activities.

**Housing and Urban Development:** The United States Department of Housing and Urban Development.

**Low income:** individual whose gross annual income does not exceed eighty percent of the AMI.

**New Construction:** the creation of new dwelling units. Any project that includes the creation of additional dwelling units outside the existing walls of a structure is also considered new construction.

**Owner:** Housing for Homeless, Inc.

**Project:** one or more buildings on a single site or multiple sites that are under common ownership, management, and financing to be assisted with HOME Investment Partnership Program funds as a single undertaking.

**Project Completion:** the stage at which all necessary title transfer requirements and construction work have been performed: the project complies with all HOME Investment Partnership Program funds requirements; the final draw-down has been disbursed for the project; and the project completion information has been entered in the Integrated Disbursement and Information System (IDIS), established by Housing and Urban Development Department.

**Rehabilitation:** the repair of substandard conditions or code violations that fail to meet the minimum housing standards in accordance with local, State, or Federal codes.

**Very Low-Income:** individual whose gross annual income does not exceed fifty percent of the AMI.

**Work:** all the professional, technical, and construction services to be rendered or provided by the Owner/developer

## **SECTION II: USE OF HOME FUNDS**

### **A. Project Description:**

Housing for Homeless, Inc. will replace the roof at the Tropic Hammock apartment complex located at 417 Rock Pit Road, Titusville, Florida, 32796 with peel and stick underlayment laminate, 30-year architectural shingles, and repairing damaged decking and fascia as needed. Housing for Homeless, Inc will also install new gutters and downspouts, install leaf guards and trim the trees surrounding the building. Upon completion the units will be rented to households whose adjusted income is at or below 80% of the adjusted HOME income for the Palm Bay-Melbourne-Titusville Metropolitan Statistical Area.

### **B. Construction Management**

The Owner/Developer expressly agrees to complete all work required by this Agreement in accordance with the proposed schedule set forth herein. Owner/Developer shall not begin construction until receipt of the Notice of Proceed from the County. The Owner/Developer shall, upon completion of the project, and until the expiration of this Agreement, take all steps necessary to manage, maintain and operate the property in accordance with all applicable federal, state and local laws, statutes, regulations and ordinances.

<b>Milestone</b>	<b>Days from Notice to proceed</b>
Apply for Permitting	30
Pre-construction conference/Notice to Proceed	45
Substantial Completion	60
Final Completion	90
Lease up	100

The project must be occupied within 18-months of project completion or the Owner/Developer must repay the funds for any vacant units. If the units remain vacant six months following project completion the Owner/Developer must identify and develop an enhanced marketing plan (at the developer's expense) and report this information to the County and City, in accordance with CFR 92.252.

1. **Construction/Rehabilitation Management:** The Developer/Owner understands that construction/rehabilitation cannot begin until a work-write up is completed by Developer/Owner and reviewed/approved by County and/or City, and full set of approved building plans is provided to the County and City; and
2. **Construction and Rehabilitation Standards:** housing that is constructed or rehabilitated with HOME Investment Partnership Program funds shall meet all local codes and ordinances at the time of project completion in accordance with CFR 92.251, Property Standards; and
3. **Contracts and Sub-Contracts:** The Developer/Owner shall be fully responsible to the County for the acts and omissions of persons directly employed by them to work on this Project. Nothing contained in this Agreement shall create any contractual relationship between the Developer/Owner and any of the Developer's/Owner's subcontractors and the County; and
4. **Licenses and Permits:** The Developer/Owner shall be responsible for obtaining and processing throughout the term of this Agreement all licenses and permits applicable to its operations under federal, state and local laws and shall comply with all fire, health and other applicable regulatory codes; and
5. **Section 3 and Vicinity Hiring Requirements:** The Developer/Owner shall comply with Section 3 and Vicinity Hiring requirements to ensure that employment and other economic opportunities shall, to the greatest extent feasible, be directed to low- and very low-income persons; and
6. **Procurement Standards:** The Developer/Owner shall comply with the County's Procurement Policy when bidding for a General Contractor/Construction Manager. The Developer/Owner understands that construction shall not begin until the Developer/Owner's three bid packets have been reviewed and approved by the County.

### SECTION III: TIMING AND DURATION OF AGREEMENT

The term of this Agreement between the County/City and the Developer/Owner shall begin on the date of execution by both parties and shall continue for Fifteen (15) years unless extended in accordance with the provisions of this Agreement.

### SECTION IV: PROPOSED BUDGET

The Developer/Owner agrees and understands that the total amount to be paid by the County and City under this Agreement shall not exceed the awarded HOME Investment Partnership Program funds in an amount of up to \$80,437.00 as outlined below

A proposed budget has been submitted by Developer/Owner as part of the Developer's/Owner's proposal. The Developer/Owner understands that the Developer/Owner shall submit a final budget, based upon the work write up report prepared by the Developer/Owner and approved by the County, if applicable, and as it relates to construction/rehabilitation, soft costs, development fees, and other allowable costs/activities prior to any fund usage or disbursement. Said budget shall identify all sources and uses of funds, and allocated HOME Investment Partnership Program and non-HOME Investment Partnership Program funds to activities or line items.

1. Eligible Use of Funds: funds may be used solely for the purpose of construction/rehabilitation of the property that has been approved by the County.
2. Ineligible Uses of Funds: funds may not be used for 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, homeowner association fees, or condominium fees.

The County and City shall not pay, or reimburse, the Developer/Owner for any interest charges, late payment charges, or litigation expenses, such as, but not limited to, attorney fees and legal costs that the Developer/Owner may incur, including, but not limited to, for the Developer's/Owner's failure to pay any subcontractors and/or supplier in a timely manner as provided by this Agreement or statute.

Budgeted Item	Amount	Source
Roof Replacement	Up to \$39,0000	Brevard County HOME-CHDO
Roof Replacement	Up to \$41,437.00	Titusville HOME-CHDO

3. Change Order Process and Requirements: The Developer/Owner understands that any changes in the scope of work shall be based upon an Agreement between the County and the Developer/Owner. The Developer/Owner shall submit a written request for a change order to the County 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 County will review the request and approve if applicable.



The County will prepare a written change order that will include the approved changes and the revised dollar amount of the change.

4. City of Titusville authorizes Brevard County to encumber and retain its 20/21 and 21/22 HOME CHDO allocations for the project and reduce the City's HOME CHDO available grant running balances in the amount of \$41,437.00 in lieu of the City entering into a separate agreement with the Owner/Developer for said project.

5. If the developer defaults as defined by this Agreement the City's contribution will revert back to the City's HOME fund balance.

## **SECTION V: AFFORDABILITY REQUIREMENTS**

1. The units shall meet the affordability requirements in 24 CFR 92.252 and the applicable property standards in 24 CFR 92.251 throughout the affordability period as contained in the HOME Investment Partnership Program Requirements in Attachment I, attached hereto and incorporated by reference. The affordability of the units shall be for fifteen (15) years for households at or below 80% area medium income. The Developer/Owner shall sign a Mortgage Deed and Security Agreement, 15 Year Mortgage Note and a Land Use Restriction Agreement, all of which are made a part hereof by reference and attached as Attachment A, Attachment B and Attachment C, respectively, for the Project property.

2. Developer/Owner shall repay the original loan of up to \$80,437.00 if the housing fails to meet the affordability requirements for the entire specified time period. The County shall follow the Recapture Guidelines set forth in the Annual Action Plan (available for review upon request) for the repayment of HOME Investment Partnership Program funds to a Developer/Owner. As a result of default, the City's contribution totaling \$41,437.00 shall be reallocated to the City by the County.

## **SECTION VI: INCOME, RENT AND OCCUPANCY REQUIREMENTS**

The Developer/Owner shall make income determinations. On an annual basis, the County shall provide guidance on using HOME Investment Partnership Program income and rent limits. In addition, the County will provide the developer/Owner with current income and rent limits and other applicable HOME Investment Partnership Program requirements annually. The Developer/Owner shall abide by the Income Rental Limits as applicable, a copy of which is attached hereto and incorporated by reference as Attachment D. The Developer/Owner shall immediately implement the new limits upon receipt of those limits from the County and shall continue doing for the remaining 15 years of affordability.

1. Income: The HOME Investment Partnership Program has income targeting requirements. The HOME project shall meet all requirements in accordance with 24 CFR 92.203. Each family shall meet the established annual income requirements published by Housing and Urban Development to participate as a beneficiary of this HOME Investment Partnership Program funded projects.

a. **Income Limits:** The HOME Investment Partnership Program requires every HOME Investment Partnership Program-assisted unit be occupied by a low or very low-income household, in accordance with 24 CFR 92.216. Housing and Urban Development determines area median income on an annual basis, based on geographic area and family size.

b. **Income Targeting:** Income targeting requirements are imposed on the project at initial occupancy and during the remaining period of affordability. Income targeting is defined as the number very low-income tenants that shall occupy the HOME Investment Partnership Program-assisted units. Income targeting requirements at initial occupancy may differ from those required during the period of affordability.

i. **Income Targeting at Initial Occupancy:** For each annual HOME allocation that the County receives, one hundred percent of the initial households assisted through all of the County's rental housing programs (including tenant-based rental assistance) shall be households whose incomes are at or below sixty percent area median income per 24 CFR 92.216(a).

ii. **Income Targeting During the Affordability Period:** After the initial occupancy the County requires that all units be occupied by persons whose income is at or below sixty percent area median income for the duration of the affordability period.

c. **The Developer/Owner shall collect and maintain project beneficiary information pertaining to household size, income levels and household characteristics used to determine low income benefits. Income documentation shall be in an acceptable format consistent with HOME Investment Partnership Program requirements.**

d. **At the County's sole discretion, a HOME-Investment Partnership Program assisted unit with over income tenants will continue to qualify as affordable housing despite a temporary noncompliance caused by increases in the incomes of existing tenants. The Developer/Owner shall take actions satisfactory to the County to ensure that all vacancies are filled in accordance with 24 CFR 92.252(i) until the noncompliance issue is corrected.**

## **2. Rent:**

a. **Applicable Rent Limits:** Rent limits are to be set in accordance with 24 CFR 92.252. For all units, the rent shall be no more than the low rent limits for the number of bedrooms in the unit or thirty percent of the actual tenant's gross household income whichever is lower.

b. **Utility Allowances and Fees:** Tenants shall be responsible for all utility payments and applicable fees. The Developer/Owner shall deduct the established maximum monthly allowance for utilities and services (excluding telephone) from rent. The Tenant shall be responsible for all payments and fees which exceed the established monthly allowance.

c. Initial Rent Schedule: The initial rent schedule will be based on the units in the project, identified by the unit number and/or bedroom size as identified in 24 CFR 92.252(c) and 92.504(c)(3).

d. Adjusting Rents: The Developer/Owner may adjust the rents, in accordance with the annual published rent limits, with approval from the County. Any rent adjustments are subject to the tenant's lease agreement. All tenant leases shall specify that the tenants receive at least thirty days written notice prior to implementing a rent increase. The Owner shall not raise rents above the HOME Investment Partnership Program rent limits.

## **SECTION VII: PROJECT REQUIREMENTS**

1. Tenants of HOME Investment Partnership Program assisted units shall be protected by a written lease, occupancy agreement or comparable legal document. The Owner shall adhere to the following lease requirements:

a. Lease length: The lease shall be executed for a minimum of one year, unless the Owner and the tenant mutually agree to a shorter period. If the tenant has agreed to a different lease term, the term may not be for a period less than thirty days and the agreement should be noted in writing and maintained in the tenant's file.

b. Termination of tenancy: The written agreement shall state that the Owner cannot terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME Investment Partnership Program funds, except for allowable reasons: serious or repeated violations of the terms and conditions of the lease; violating Federal, state or local law; completion of tenancy for transitional housing projects; or other just causes. The lease shall also let tenants know that they will be served a written notice at least thirty days before the termination of tenancy, specifying the grounds for the termination or refusal to renew the lease.

c. Tenant leases shall comply with applicable state and local tenant-landlord laws.

2. The Lease may not contain the following provisions, in accordance with 24 CFR 92.253:

a. Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the Developer/Owner in a lawsuit brought in connection with the lease;

b. Treatment of property. Agreement by the tenant that the Developer/Owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has vacated the unit. The Developer/Owner may dispose of this personal property in accordance with State law;

- c. Excusing Owner from responsibility. Agreement by the tenant not to hold the Developer/Owner or the Developer's/Owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- d. Waiver of notice. Agreement of the tenant that the Developer/Owner may institute a lawsuit without notice to the tenant;
- e. Waiver of legal proceedings. Agreement by the tenant that the Developer/Owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- f. Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;
- g. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- h. Tenant chargeable with cost of legal actions regardless of outcome.

3. Developer/Owner understands that property standards apply throughout the affordability period.

#### **SECTION VIII: PROPERTY STANDARDS**

Housing that is constructed or rehabilitated with HOME Investment Partnership Program funds shall meet all local codes and ordinances at the time of project completion. The Developer/Owner agrees to abide by applicable property standards in accordance with 24 CFR 251 and City land use and zoning requirements.

#### **SECTION IX: COMPLIANCE MONITORING**

Monitoring will include compliance with all contractual requirements, including, but not limited to, reporting, record retention and project development. In addition, the project is subject to ongoing HOME Investment Partnership Program compliance requirements for 15 years from the date of lease up of all units. During this compliance period, the Developer/Owner shall assure continued compliance with HOME Investment Partnership Program requirements. Compliance for rental units shall include maintaining property standards, occupancy, and rent limits compliance. The County shall monitor the units during the construction phase of the project up until a final approved inspection is issued. The City shall conduct the annual compliance monitoring for during the 15-year affordability period and submit the monitoring reports to the County within 30 working days from completion of the annual monitoring.

1. Construction Management: The County or the City reserves the right to inspect project at any time during the construction period.

2. Project Development: The County shall monitor the Developer/Owner for the following items prior to initial occupancy of the units (from the Developer's/Owner's Property Management Handbook).

- a. Affirmative Marketing Policy and Procedures as required by 24 CFR 92.351 (A copy of which is attached hereto and incorporated by this reference as Attachment I).
- b. Tenant Selection Policies and Procedures (to include over-income tenants)
- c. Application form
- d. Income Verification and Certification Forms
- e. Lease agreement including Prohibited Clauses Identified in 24 CFR 92.253(b) (A copy of which is attached hereto and incorporated by this reference as Attachment I)
- f. HOME Investment Partnership Program Income Limits as stated in 24 CFR 92.203, as may be revised from time to time. (A copy of which is attached hereto and incorporated by this reference as Attachment D)
- g. HOME Investment Partnership Program Rent Limits, as may be revised from time to time. (A copy of which is attached hereto and incorporated by this reference as Attachment D)

3. On-going Monitoring for the Term of Affordability:

- a. Affordability of the units
- b. Rent limits
- c. Tenants eligibility
- d. Physical inspection of the units
- e. Financial review

## **SECTION X: ENFORCEMENT PROVISIONS**

1. Timely completion of the work specified in this Agreement is an integral and essential part of performance. The expenditure of HOME Investment Partnership Program funds is subject to federal deadlines and could result in the loss of federal funds. By the acceptance and execution of this Agreement, the Developer/Owner shall complete the project as expeditiously as possible and the Developer/Owner shall make every effort to ensure that the project will proceed and not be delayed; time is of the essence. Failure to meet these deadlines may result in the cancellation of this contract and the revocation of HOME Investment Partnership Program funds.

2. All HOME Investment Partnership Program funds are subject to repayment in the event the project does not meet the project requirement.

3. The Developer/Owner understands that, upon the completion of the project, any funds reserved; but not expended under this Agreement shall remain with the County.

4. Funds shall remain as a deferred interest free loan for a period of 15 years from the execution of this Agreement. The loan may be forgiven or extended at the sole discretion of the County. The loan for the Project hereunder as to both principal and interest shall be assumable upon project sale, transfer or refinancing if the proposed Developer/Owner of the Project is an eligible nonprofit organization as approved by the County and the proposed Developer/Owner of the Project agrees to maintain all set asides and other requirements of the HOME Investment Partnership Program for the period originally specified. In the event Developer/Owner proposes to sell or transfer the Project, the County reserves the first right of refusal for the purchase at the current market value minus awards. Developer/Owner shall send notice to County of the Owner's intent to sell or transfer the Project via certified mail, return receipt requested. The County shall have 180 days from the date of receipt of the notice in order to provide the Developer/Owner written acceptance or refusal of the offer. Moreover, in the event of a sale during the affordability period (voluntary or involuntary), Developer/Owner shall pay to County a proportionate amount of any equity created by the use of HOME Investment Partnership Program investment as set forth in the mathematical formula contained in the County's Annual Action Plan, as may be amended.

5. In the event the above-stated conditions are not met, the loan for the Project hereunder as to both principal and interest shall be due in full upon the sale, transfer or refinancing of the Project.

6. Notwithstanding, payment of principal and interest in full, these restrictions shall remain in full force and effect for the term of this Agreement.

7. A default shall be the occurrence of any of the following events, and upon that occurrence the County may, at the County's discretion, declare all sums secured by the Developer/Owner to be immediately due and payable.

a. Non-performance by the Developer/Owner of any covenant, agreement, term or condition of the Mortgage, or of the Note, or of any other agreement made by the Developer/Owner with the County in connection with such indebtedness, after the Developer/Owner has been given due notice, as described hereafter, by the County of such nonperformance;

b. Failure of the Developer/Owner to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of the Mortgage;

c. The County's discovery of the Developer/Owner's failure in any application of the Developer/Owner to the County to disclose any fact deemed by the County to be material, or the making therein, or in any of the agreements entered into by the Developer/Owner with the County (including, but not limited to, the Note and Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Developer/Owner.



8. Upon the occurrence of a default, the County shall notify the Developer/Owner of such default in writing, specifying:

- a. The breach; and
- b. The action required to cure such breach; and
- c. A date not less than thirty days from the date the Notice is hand delivered or mailed to the Developer/Owner by which such breach must be cured.

9. If the default is not cured on or before the date specified in the Notice, the County, at the County's option, may declare all of the sums secured by the Mortgage to be immediately due and payable without further demand.

10. The County shall give prior written notice of acceleration or default under the subordinate lien to any superior Mortgage Holders.

11. All sums repaid under the terms of this Agreement shall be paid to Brevard County Board of County Commissioners in care of the Housing and Human Services Department.

## **SECTION XI COMMUNITY HOUSING DEVELOPMENT ORGANIZATION PROVISION**

The Developer/Owner understands that the Owner is and shall remain in Community Housing Development Organization status for the term of this Agreement in accordance with 24 CFR 92.300 – 301, as applicable. Developer/Owner shall provide information as may be requested by the County to document continued compliance, including but not limited to an annual Board roster and certification of continued compliance.

## **SECTION XII: ADMINISTRATIVE REQUIREMENTS**

### **1. Record Keeping**

The Developer/Owner shall be responsible for maintaining a project file and tenant files, with documentation relevant to this project such as, but not limited to, proposal, agreement, financial expenditures, reports, tenant income, and correspondence. All records shall be presented and maintained in sufficient detail as required to ensure a proper audit.

### **2. Record Retention**

The Developer/Owner shall retain sufficient records demonstrating compliance with the terms of this Agreement for a period of five years after the expiration date of the Agreement. If any audit findings have not been resolved at the end of the five-year period, the records shall be retained until resolution of the audit findings. State auditors and any persons duly authorized by the County shall have full access to, and shall have the right to examine any of said materials upon request.

General records for all rental housing units shall be maintained for five years after expiration or termination of the contract period. Records regarding tenant income, rent and inspection information shall be maintained for the most recent five years, until five years after the affordability period ends.

3. Public Records

a. 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 County. If the County does not possess the requested records, the County shall immediately notify the Developer/Owner of the request and the Developer/Owner shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Owner may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

b. If Developer/Owner fails to provide the requested public records to the County within a reasonable time, the Developer/Owner 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 Developer's/Owner's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Developer/Owner 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.

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

**d. IF THE DEVELOPER/OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BRITTANY RAY AT BRITTANY.RAY@BREVARDFL.GOV – AT 2725 JUDGE FRAN JAMIESON WAY, BLDG B-106, VIERA, FLORIDA 32940 AT (321) 633-2076.**

4. Reporting

- a. The Developer/Owner shall submit a Monthly Progress Report attached hereto as Attachment E.
- b. At total lease up the Developer/Owner shall submit a Demographic and Tracking Report attached hereto as Attachment F.
- c. The Developer/Owner shall submit a Project Compliance Report yearly, attached hereto as Attachment G and made a part of by reference.
- d. The County retains the right to change the reporting requirements or data elements with notice to the Developer/Owner without an amendment to this contract.

**SECTION XIII: REQUEST FOR DISBURSEMENT OF FUNDS/PAYMENT PROCEDURES**

The Developer/Owner shall submit a Housing and Human Services Department Request for Reimbursement Invoice Form/Supplemental Sheet, attached hereto and made a part hereof by reference as Attachment H, according to the following conditions:

1. The Developer/Owner shall submit and the County shall approve a draw schedule prior to any payments being submitted by the Developer/Owner.
2. The Developer/Owner shall only request disbursement of HOME Investment Partnership Program funds when the funds are needed to pay eligible costs as per the draw schedule. Eligible costs incurred by the Developer/Owner shall be based on the construction draw schedule, as completed by the Developer/Owner.
3. Upon request for payment of funds by the Developer/Owner, the County shall perform an inspection of construction work prior to payment approval.
4. Brevard County will withhold and retain ten percent of each draw request for the construction costs associated with the project. After the initial payment, Release of Liens for previous payments and copies of cancelled checks to contractors and sub-contractors shall be required before additional draw requests will be approved. The final payment of the retainage withheld shall be made upon issuance of a Certificate of Completion or Certificate of Occupancy from the local building department and final approval by the County. Full release of liens, final inspection from the County, and proof of warranty from the General Contractor shall be provided by the Developer/Owner before the final payment is processed.
5. Upon receipt of supporting documentation, construction/rehabilitation payments will be mailed directly to the Developer/Owner, payable to the Developer/Owner.

Failure to submit the required documentation will result in payment delays. The County shall pay the Developer within forty-five working days from receipt of approved payment request.

Failure to request a payment/disbursement within a twelve-month period, regardless if previous requests for disbursement have been made will result in the Developer/Owner providing a written narrative with the reason(s) to the County. Failure to provide a written narrative may result in the cancellation of the project.

#### **SECTION XIV: PROVISIONS RELATED TO OTHER FEDERAL REQUIREMENTS**

1. Developer/Owner shall comply with the anti-lobbying certification:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. Developer/Owner agrees to abide by all applicable federal requirements, attached hereto and made a part of by reference Attachment I.

#### **SECTION XV: GENERAL CONDITIONS**

1. Indemnification

The Developer/Owner shall indemnify and hold harmless the County, the City, and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Developer/Owner, or anyone directly or indirectly employed by the Developer/Owner, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified hereunder. In any and all claims against the County and/or City, or any of its agents or anyone directly or indirectly employed by the Developer/Owner, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial Developer/Owner, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

2. Amendments/Modifications to Contract

This Agreement, together with any attachments, task assignments and schedules constitute the entire agreement between the County, City, and the Developer/Owner 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 County Manager or designee shall have authority to execute all amendments and/or modifications to this Agreement.

### 3. Insurance

The Developer/Owner and/or the rental management company shall when at their own expense, keep in force and at all times maintain, during construction and then during the term of this Agreement, the insurance as listed below. The Developer/Owner 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. General Liability Insurance: General Liability Insurance issued by responsible insurance companies, and in a form acceptable to the County, 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. Property Insurance: Coverage providing all risk insurance including windstorm protection, in an amount equal to the replacement cost of the structure.
- e. Builders Risk Insurance: The Owner shall require that the General Contractor carry Builders Risk Insurance. Loss limits shall be equal to the value of the construction project, if applicable.
- f. Insurance Certificates: The Owner shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County 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 County and licensed and authorized under the laws of the State of Florida shall issue all insurance policies. The Owner 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 Owner conform to and comply with all applicable local, state and/or federal requirements.

### 4. 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.

5. Governing Law

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

6. Compliance with Statutes

It shall be the Developer's/Owner's responsibility to comply with all federal, state and local laws including, but not limited to, those HOME Investment Partnership Program Requirements made a part hereof by reference as Attachment I and all applicable Brevard County Ordinances.

7. 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.

8. Assignments

The Developer/Owner shall not assign any portion of the Agreement without written permission of the County.

9. Termination

If Developer/Owner fails or refuses to perform any of the provisions of this Agreement (hereinafter defined as a "breach"), the County shall give the Developer/Owner written notice of the existence and nature of the breach and Developer/Owner shall have the opportunity to correct such breach within thirty days of receipt of such notice. If Developer/Owner fails to cure the breach within the thirty-day period, County may immediately terminate this Agreement by sending written Notice of Termination to Developer/Owner and such termination shall be effective upon the Developer's/Owner'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 County, become the property of the County. The County shall be responsible only for payment for services provided prior to the effective date of termination. The County 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 Brevard County Director, Housing and Human Services Department. If applicable, if Developer/Owner is providing services for another Entity, in accordance with the terms and requirements of this Agreement, Developer/Owner and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Developer/Owner will be providing. In the event the contract between Developer/Owner and entity is terminated, cancelled, or otherwise because unenforceable, this contract shall be immediately terminated. The



County shall send the Developer/Owner a Notice of Termination effective the same date as the termination date of the contract between Developer/Owner and entity. Developer/Owner shall receive payment for all work performed up to the date of the termination of the contract between Developer/Owner and the County.

10. Independent Contractor

The Developer/Owner 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 Developer/Owner or any of its agents or employees to be the agent, employee or representative of the County.

11. Right to Audit

In the performance of this Agreement, the Developer/Owner 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 County and/or City, and shall be retained by the Developer/Owner for the entire term of this Agreement in accordance with Section XII. 2. 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 County and/or City, under this Agreement, shall be subject to copyright by Developer/Owner in the United States or any other country.

12. Audits

If the Developer/Owner is a local government or a non-profit organization as defined in Office of Management and Budget Circular A-133, as revised, and in the event that the Developer/Owner expends \$750,000 or more in federal awards in its fiscal year, the Developer/Owner shall have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and Office of Management and Budget Circular A-133, as revised. In determining the federal awards expended in its fiscal year, the Developer/Owner shall consider all sources of Federal awards, including federal resources received from the County. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Office of Management and Budget Circular A-133, as revised. An audit of the Developer/Owner conducted by an independent certified public accountant (CPA) licensed under Chapter 473, Florida Statutes, in accordance with the provisions of Office of Management and Budget Circular A-133, as revised, will meet the requirements of this paragraph. If the Developer/Owner expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of Office of Management and Budget Circular A-133, as revised, is not required. In the event that the Owner expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Office of

Management and Budget Circular A-133, as revised, the cost of the audit shall be paid from non-federal resources (such as the cost of such audit shall be paid from the Developer's/Owner's resources obtained from other than federal entities).

In accordance with Office of Management and Budget Circular A-133, if applicable, the Developer/Owner shall submit to the County a copy of the audit and all related responses within one hundred twenty days after termination of this Agreement. If unable to meet the audit deadline, the Developer/Owner shall submit a written request for an extension approval by the Director to the following address: Housing and Human Services Department, Attn: Ian Golden, Director 2725 Judge Fran Jamieson Way, Building B-103 Viera, Florida 32940

### 13. Unauthorized Alien Workers

The County will not intentionally award publicly-funded contracts to any Developer/Owner who knowingly employs 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 County shall consider a Developer's/Owner's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

### 14. E. Verify

- a. In accordance with Chapter 448.095, Florida Statutes, a public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System.
- b. The County shall not enter into, or renew, a contract with a vendor/contractor that is not enrolled in E-Verify. Any vendor/contractor that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.
- c. The County shall verify the Vendor's/Contractor's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Contractor's 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.
- 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.

All Contractors shall read, sign and comply with Attachment G Confirmation of E-Verify Participation Form, a copy of which is attached hereto and incorporated by this reference.

15. Scrutinized Companies List

By executing this Agreement, the Contractor hereby certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List, created pursuant to S. 215.4725, Florida Statutes, or are engaged in a boycott of Israel. (Section 287.135, F.S.). If the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

16. Foreign Influence Disclosure

By executing this Agreement, the Contractor hereby certifies that all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern. All Contractors shall read, sign and comply with Attachment J Foreign Influence Disclosure Form, a copy of which is attached hereto and incorporated by this reference.

17. Federal Tax ID Number

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

18. County Conflict of Interest

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

19. 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.

#### 20. 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 County and be approved in advance of any release or publication. Releases shall identify the funding entity as well as the funding source.

#### 21. Debarment and Suspension

The County and/or City will not intentionally award contracts to any agency or its Developer/Owner 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.

### **SECTION XVII: SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

### **SECTION XVIII: 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 Brevard County:**

Housing and Human Services Department  
Attn: Ian Golden, Director  
2725 Judge Fran Jamieson Way, Building B-103  
Viera, Florida 32940

**For the City of Titusville:**

Neighborhood Services Department  
Attn: Terrie Franklin  
555 S. Washington Avenue  
Titusville, Florida 32796

**For the Developer/Owner:**

Housing for Homeless, Inc.  
Rob Cramp, Executive Director  
4087 US-1  
Rockledge Florida 32955

**[The remainder of this page left intentionally blank.]**

IN WITNESS WHEREOF: the parties have hereunto set their hands and seals on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By: \_\_\_\_\_  
Frank Abbate, County Manager

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

Approved by the Board on: \_\_\_\_\_

Reviewed for Legal Form and Content for  
Use and reliance of Brevard County only.

  
\_\_\_\_\_  
Becky Behl-Hill, Assistant County Attorney

Date: 2/13/2023



ATTEST:

Jolynn Donhoff  
Wanda F. Wells, City Clerk  
Assistant City Clerk

Approved as to form:

Richard C. Broome  
Richard C. Broome, City Attorney

Terrle Franklin  
Terrle Franklin  
Neighborhood Services Director

CITY OF TITUSVILLE, FLORIDA


Daniel E. Diesel  
Daniel E. Diesel, Mayor

Approved as to content:

Williams S. Larese  
Williams S. Larese, City Manager



HOUSING FOR HOMELESS, INC.

  
Rob Cramp, Executive Director

STATE OF FLORIDA  
COUNTY OF BREVARD COUNTY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3<sup>RD</sup> day of JANUARY 2023, by ROB CRAMP, ☒ who is personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

NOTARY SEAL



MARA LUCAS  
Notary Public  
State of Florida  
Comm# HH212941  
Expires 1/8/2026

  
Notary Public - State of Florida  
My Commission Expires: 1.8.2026

**ATTACHMENT A  
MORTGAGE DEED AND SECURITY AGREEMENT 20 YEAR TERM**

**Brevard County Board of County Commissioners**

THIS MORTGAGE DEED AND SECURITY AGREEMENT (Mortgage) made, executed and given this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Agency Name. (individually and collectively, Mortgagor) with its principal place of business located at Agency Address, to and in favor of the Brevard County Board of County Commissioners, a political subdivision of the State of Florida, with its principal place of business located at 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (herein designated as the Mortgagee) for funding assisted with Brevard County HOME Investment Partnership Program funds for a rental unit for persons whose income is below eighty percent of the Area Median Income.

WITNESSETH, that for diverse good and valuable consideration of the aggregate sum named in the mortgage note \$80,437.00 which reference includes renewals thereof, hereinafter described, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto thee Mortgagee, in fee simple, all that certain tract of land, together with all improvements therein or thereon or as hereinafter described below, of which the Mortgagor is now or hereafter seized and possessed, located in Brevard County, State of Florida, as described at:

**The South 10 Feet of Official Records Book 1239, Page 952, and the North 90.00 feet of Deed Book 349, Page 271, all in the Public Records of Brevard County, Florida and lying in the N.E. ¼ of Section 4, Township 22 South, Range 35 East, and being more particularly described as follows:**

**Commerce at the N.W. corner of the S.W. 1/47 of the N.E. ¼ of Section 4, Township 22 South, Range 35 East; thence run S. 1 degree 41' 20" E (assumed bearing Continued**

**417 Rock Pit Road, Titusville, Florida, 32796**

TOGETHER with all and singular the structures, improvements and appurtenances thereunto which are now or hereafter placed upon said Property and the fixtures, machinery, equipment, and articles of personal property attached thereto or used in connection therewith, and all rents, issues, proceeds and profits accruing and to accrue from the Property and any deposits, fees and prepayments made to regulatory agencies for the benefit of the Property and any permits or reserved capacities or utility service obtained in consideration therefore, and all of the rights, title and interest of the Mortgagor of, in and to the lands lying in the bed of any street, road, avenue, alley or right-of-way in front of or adjoining the Property and to the strips and gores of land adjacent to or adjoining the Property or incidental thereto and in and to any and all water rights, easements and all of the estate and rights of the Mortgagor in and to the Property, all of which are included within the foregoing description and the addendum hereof, and all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating, and power systems, machines, appliances,

fixtures and appurtenances, which are now or hereafter pertain to or be used with, in or on the Property, even though they may be detached or detachable, with every privilege, right, title, interest and estate, dower and right of dower, reversion and easement thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also in the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the Mortgagor in and to the same and every part and parcel thereof unto the Mortgagee in fee simple.

The Mortgagor, and Mortgagor's heirs, legal representatives, successors and assigns, hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Property in fee simple; that the Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagee, at all times peaceably and quietly, to enter upon, hold, occupy and enjoy the Property and every part thereof; that said Property is free from all encumbrances, except as stated herein; that Mortgagor and Mortgagor's heirs, legal representatives, successors and assigns, will make such further assurances to perfect the fee simple title to the Property in Mortgagee as may reasonably be required; and that Mortgagor does hereby fully warrant the title to the Property and every part thereof and shall defend the same against the claim of all persons whomsoever.

PROVIDED ALWAYS that, if Mortgagor shall pay unto the Mortgagee the indebtedness stated in the Note, a copy or copies of which is/are attached hereto and made a part hereof by reference, and shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Note and this Mortgage, then this Mortgage and the estate hereby created shall cease and be null and void; otherwise, the Mortgagee may, at the Mortgagee's option, declare the entire balance of the indebtedness secured hereby due and payable. The principal sum together with interest thereon at the rate of 0% annum, shall become due at the completion of the 20 term of this Agreement period, except that the entire principal shall be forgiven at the completion of the entire term of this Agreement in accordance with the term of the 20-year mortgage note.

AND MORTGAGOR DOES HEREBY COVENANT TO AND AGREE WITH MORTGAGEE AS FOLLOWS:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of the Note and Mortgage, or either, promptly on the days respectively the same severally come due. To perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants set forth in the Note and this Mortgage. The principal sum together with interest thereon at the rate of 0% annum, shall be forgiven at the completion of the 10-year affordability period.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on the Property each and every when due and payable, according to law, before they become delinquent; and, if the same shall not be promptly paid, the Mortgagee, at any time, either before or after delinquency, may pay the same without waiving or affecting its option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest legal rate permitted by the laws of the State of Florida, payable monthly, until repaid, and each such payment, together with said interest thereon, shall be secured by the lien of this Mortgage.

3. To keep the buildings and all equipment and personal property now or hereafter on the Property covered by this Mortgage insured in a sum equal to at least the balance of the Note and equal to an amount sufficient to comply with any co-insurance requirements covering the same under the laws of the State of Florida and the insurance contract, covering loss from both fire and extended coverage, making the loss under said policies, each and every, payable to Mortgagee as its interest may appear and naming Mortgagee as additional insured; and the policy or policies shall be held by Mortgagee and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of indebtedness hereby secured or may permit Mortgagor to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under and by virtue of this Mortgage. Mortgagee may place and pay for such insurance, or any part thereof, without waiving or affecting its option to foreclose or any right hereunder, and each and every payment so made shall bear interest from date thereof at the highest legal rate permitted by the laws of the State of Florida, payable monthly, until repaid, and each such payment, together with said interest thereon, shall be secured by the lien of this Mortgage.

4. To permit, commit or suffer no waste, impairment or deterioration of the Property, or any part thereof, and, upon the failure of the Mortgagor to keep the buildings or other improvements on the Property in good condition and repair, Mortgagee may demand the immediate repair of said buildings or other improvements or an increase in the amount of security or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee, for a period of 30 days, shall constitute a breach of the Mortgage and, at the option of Mortgagee, immediately mature the entire amount of principal and interest hereby secured, and Mortgagee immediately and without notice may institute proceedings to foreclose this Mortgage and may apply for and have appointed a receiver, as hereinafter provided.

5. The Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property; provided that the Mortgagee shall give the Mortgagor reasonable notice prior to any such inspection with reasonable cause related to the Mortgagee's interest in the Property.

6. To deliver to Mortgagee, on or before March 15 of each year, tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year, to deliver to Mortgagee receipts evidencing the payment of all liens for public

improvements within 45 days after the same shall become due and payable; and to pay or discharge within 10 days after due date any and all government levies that may be made on the Property, on this Mortgage or Note, or in any other way resulting from the indebtedness secured by this Mortgage; and, if this condition be not complied with and performed, Mortgagee may, without waiving or affecting its option to foreclose, pay such sum or sums which shall become part of the debt secured by this Mortgage and which shall bear interest, payable monthly until repaid, at the highest legal rate permitted by the laws of the State of Florida.

7. The Mortgagor shall indemnify and hold the Mortgagee harmless from and against all costs, expenses, liabilities, suits, claims and demand of every kind or nature by or on behalf of any person whomsoever arising out of any accident, injury or damage which may happen in, on or about the property, and for any matter or thing growing out of the condition, occupation, maintenance, modification or use of the property.

8. That, in the event of a breach by Mortgagor of any covenant contained in this Mortgage or in the Note or, Land Use Restriction Agreement, or if applicable, in an Acquisition & Preservation Loan Agreement or Construction Loan Agreement between Mortgagor and Mortgagee and covering the Property, or any part thereof, the terms of such agreement being incorporated herein by reference, Mortgagee is entitled to receive all rents, issues, proceeds and profits accruing and to accrue from the Property pursuant to Section 697.07, Florida Statutes and, upon Mortgagor's receipt of a written demand made by Mortgagee, all future payments shall be paid directly to Mortgagee. If a receiver is appointed by a court having jurisdiction hereof, pursuant to Paragraph 8 or other provisions of this Mortgage, the order appointing such a receiver may direct that said rents, issues, proceeds, profits shall be paid to the receiver after the date of appointment. Nothing in this paragraph shall require the appointment of a receiver or excuse Mortgagor from failing to make payments directly to Mortgagee upon receipt of written demand therefore.

9. That Mortgagee is entitled to the appointment of a receiver even if the market value of the Property exceeds the amount of balance owed on the Note and additional charges due under this Mortgage and the Note.

10. If proceedings under any bankruptcy or insolvency law are commenced by or against Mortgagor or if a general assignment for the benefit of creditors is made by Mortgagor, whether under state or federal law, or a trustee or receiver of all or a substantial part of Mortgagor's property, whether or not covered by the lien of the Mortgage, is appointed, then, at Mortgagee's option and if permitted by law, the whole of the unpaid principal sum and accrued interest remaining unpaid on the Note shall become immediately due and payable.

11. That, if a guarantor of the payment and performance of the covenants, conditions and agreements of this Mortgage and the Note shall die or if a petition shall be filed for any relief under the provisions of the federal Bankruptcy Act or any state insolvency statute by or against a guarantor or if a guarantor shall make a general assignment for the benefit of creditors or if a receiver shall be appointed for substantially



all of the property of the guarantor, then, and in any of the foregoing events, the Note shall become immediately due and payable at the option of the Mortgagee.

12. That, if all or any part of the Property or an interest therein is sold or transferred by Mortgagor, whether voluntary or involuntary, without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of 3 years or less not containing an option to purchase, Mortgagee may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer for which such waiver of option is requested, the Mortgagee and the person or entity to whom the Property is to be sold or transferred reach agreement in writing that the credit of such third party is satisfactory to Mortgagee and that the interest payable on the Note shall be at such rate as Mortgagee shall request. If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration and such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor shall pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice demand on Mortgagor, invoke any remedies permitted by this Mortgage and the Note.

13. If the Property or any part thereof shall be condemned and taken for public use under the power of eminent domain, Mortgagee shall have the right to require that all damages awarded for the taking of or damages to said Property shall be paid to Mortgagee up to the aggregate amount then unpaid on the Note and credited to the payment or payments last payable thereon.

14. That time is of the essence of this Mortgage and of the Note and no waiver of any obligation hereunder or in the Note shall at any time thereafter be held to be a waiver of the terms hereof or of the Note or other instruments secured hereby.

15. To comply with all the terms, provisions and conditions of any superior mortgage or lien encumbering the Property, including, but not limited to, those applicable to the payment of the principal and interest due under said superior mortgage or lien or deed restrictions. If Mortgagor fails to comply with each and every one of the terms, provisions and conditions of said encumbrance, the failure to comply or default on Mortgagor's part shall constitute a default under this Mortgage and the Note shall entitle Mortgagee, at its option, to exercise any and all of its rights and remedies hereunder. If foreclosure proceedings of any superior or inferior mortgage or any senior or junior lien of any kind should be instituted, Mortgagee may, at Mortgagee's option, immediately or thereafter, declare this Mortgage and the entire indebtedness secured hereby due and payable.

16. To the extent of the indebtedness of the Mortgagor to Mortgagee described herein, or secured hereby, Mortgagee is hereby subrogated to the lien or liens and to the rights of the Developers and holders of each and every mortgage, lien or other encumbrance on the Property which is or has been paid or satisfied, in whole or

in part, out of the proceeds of the Note and the respective liens of said mortgages, liens, Deed Restrictions attached to this Mortgage Agreement or other encumbrances, shall be, and the same are hereby, preserved and shall pass to and be held by the Mortgagee herein as a security for the indebtedness to Mortgagee herein described or hereby secured to the same extent that it would have been passed to and held by Mortgagee, had it been duly and regularly assigned, transferred, set over and delivered unto Mortgagee by separate assignment, notwithstanding the fact that the same may be satisfied and canceled of record.

17. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees and costs of abstracts of title, incurred or paid at any time by Mortgagee because or in the event of the failure on the part of the Mortgagor to duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants of the Note and this Mortgage, any or either, and said costs, charges and expenses, each and every, shall be immediately due and payable whether or not there be notice, demand, attempt to collect or suit pending; then the full amount of each and every such payment shall bear interest from the date thereof until paid at the highest legal rate permitted by the laws of the State of Florida; and all said costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this Mortgage. Reference herein to "reasonable attorney's fees" shall include attorney fee incurred by the Mortgagee for appellate and bankruptcy proceedings incident to any action brought hereunder or upon the Note.

18. That, if any word, clause, term, phrase or paragraph used in the Note or this Mortgage should be held to be unenforceable by any court of competent jurisdiction, the same shall not affect, alter or otherwise impair the meaning of any other word, clause, term, phrase or paragraph in the Note and Mortgage, and the same shall stand in full force and effect and shall be obligatory upon the parties hereto and the assignees, heirs and legal representatives of the parties hereto.

19. That, except for any notice required under applicable law to be given in another manner, any notice to Mortgagee provided for or given pursuant to this Mortgage shall be given by mailing such notice, postage prepaid, by United States registered or certified mail, return receipt requested, to Mortgagee's address as stated herein or in the Note secured hereby or to such other address as Mortgagee may designate, in writing, by notice to Mortgagor from time to time.

20. That all remedies provided in this Mortgage or in the Note, other instrument secured hereby or incorporated by reference herein, are distinct and cumulative to any other right or remedy under this Mortgage or such other instrument or afforded by law or equity and may be exercised concurrently, independently or successively. The Note shall become due at the option of Mortgagee if any representation or warranty made or given by Mortgagor or otherwise made in writing in connection with the transaction evidence by this Mortgage shall prove to have been false or incorrect in any material respect as of date hereof and such defect (if curable) shall not have been cured within seven days from the date of the mailing of notice thereof to the Mortgagor.

21. That, notwithstanding anything to the contrary contained in this Mortgage or in the Note or in any other instruments securing the Note, Mortgagee may, at Mortgagee's option, declare the entire indebtedness secured hereby, together with all interest thereon and all advances made by the Mortgagee hereunder, immediately due and payable in the event of the breach by Mortgagor of any covenant contained in this Mortgage or in the Note or, if applicable, in the Acquisition & Preservation Loan Agreement or a Construction Loan Agreement referred to in Paragraph 8. In the event of any conflict between the terms of this Mortgage and the terms of said loan agreement, the terms of the loan agreement shall prevail.

22. To collaterally assign, coincident herewith or hereafter, to Mortgagee, any lease or leases of all or of any portions of the Property. If such assignment is made and accepted by Mortgagee, Mortgagor shall perform promptly each and every covenant and agreement of any such lease that is to be kept or performed by the Mortgagor in Mortgagor's capacity as lessor and any violation on Mortgagor's part of any covenant or agreement in any such lease or in the assignment of said lease that is to be kept or performed by Mortgagor, or any violation on Mortgagor's part of any agreement by Mortgagor set out in such Assignment of Lease, shall constitute a breach of this Mortgage and thereupon Mortgagee may, at its option, without notice, declare the Note immediately due and payable. Mortgagor will advise Mortgagee promptly of the execution hereafter of any lease of all or any part of the Property and shall, upon Mortgagee's request, submit to Mortgagee for examination and approval any such lease. If Mortgagee so requests, Mortgagor shall specifically collaterally assign such lease to Mortgagee (in form acceptable to Mortgagee) and it is agreed that the provisions of this Mortgage with regard to Mortgagor's obligations and Mortgagee's rights with respect to leases and collateral assignment of the same shall apply to all such additional leases and assignments thereof. Mortgagee may, at its option, perform any covenant or provision of any such lease for and on behalf of the Mortgagor and at the Mortgagor's expense and any amount advanced for this purpose shall bear interest at the same rate as for other advances and shall be secured by this Mortgage and shall be payable upon demand. The security interest created by the following paragraph of this Mortgage is specifically intended to cover and include all leases of the Property, together with all amendments and supplements thereto, between Mortgagor as lessor and any tenants named therein as lessees including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacements of said leases, together with all the right, title and interest of Mortgagor as lessor hereunder, including, without and any tenants named therein as lessees, including all extended terms of all extensions and limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any and all of the rents, income, revenue, issues, profits and moneys payable as damages or in lieu of the rent, and moneys payable as the purchase price of the Property, or any part thereof, or of awards of claims for money and other sums of money payable or receivable hereunder, howsoever payable; and to bring actions and proceedings hereunder or for the enforcement thereof; and to do any and all things which Mortgagor or any lessor is or may be entitled to do under the lease, provided that the assignment made by this paragraph and the collateral assignment of lease, if any, entered into simultaneously herewith or subsequent hereto shall not impair or diminish any

obligations of Mortgagor under the lease nor shall any obligations be imposed upon the Mortgagee, except at Mortgagee's option, to perform any duties or obligations imposed by the terms of the lease upon the Mortgagor as lessor in said lease. Nothing herein contained, including the acceptance of a Collateral Assignment of Lease by Mortgagee, shall subordinate the lien of this Mortgage to such lease unless such subordination is specifically provided for herein or by separate written instrument executed by Mortgagee.

23. That, in addition to all other right, title and interest of Mortgagor granted, mortgaged, conveyed, pledged and assigned herein, or in instruments collateral hereto, Mortgagee shall have, and there is hereby created in favor of Mortgagee, a security interest in all equipment and fixtures now or hereafter attached to or used in connection with the Property, as well as any other property of Mortgagor as may be useful and necessary for operation of the Property, including, but not limited to, electrical, plumbing, heating and cooling systems, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now owned or is hereafter acquired by Mortgagor and is affixed, attached, or annexed to or used in connection with the Property, shall be and remain or become and constitute a portion of the Property and be subject to the lien of the security interest created by this Mortgage, together with all rents, income, revenues, issues and profits thereof and present and continuing right in the Mortgagee to make claim for, collect, receive and receipt for the same. Mortgagor will not remove, attempt to remove or permit to be removed any part of the Property, which includes items described in the security instrument referenced in Paragraph 22, without first and prior to removal thereof, having received permission in writing for such removal from Mortgagee. Mortgagor will immediately execute such Financing Statements and renewals thereof as may be periodically requested by Mortgagee. If Mortgagor fails or refuses to comply with such request, Mortgagee is irrevocably authorized to execute such documents as Mortgagee's attorney-in-fact.

24. To not use, nor knowingly permit the use of, the Property or any part thereof for any unlawful purpose or for the commission of a nuisance.

25. That neither the provisions of this Mortgage, nor of the Note, shall have the effect of or be construed as requiring or permitting the Mortgagor to pay interest in excess of the highest rate per annum allowed by the laws of the State of Florida on any item or items of indebtedness referred to in the Note or this Mortgage and, if any such excess interest be charged or paid, written notification thereof shall be given by Mortgagor to Mortgagee and such excess interest, together with interest thereon at the legal rate, shall, at Mortgagor's option, either be credited to the unpaid principal indebtedness secured hereby or reimbursed to the Mortgagor.

26. That any part of the security herein described and covered by the lien or this Mortgage may be released with or without consideration and without regard to the amount of consideration furnished without in anywise altering, varying or diminishing the force, effect or lien of this Mortgage or any renewal or extension of it, and the same shall continue as a lien on all Property not expressly released until all sums, with interest and charges hereby secured, be fully paid.

27. That the terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et. Seq., ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA") the Hazardous Materials Transportation Act. 49 U.S.C. Section 6901, et. Seq., or other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing. Mortgagor represents and warrants to Mortgagee that: (a) during the period of Mortgagor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; and (b) Mortgagor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Mortgagee in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any prior Developers or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) except as previously disclosed to and acknowledged by Mortgagee in writing, (i) neither Mortgagor, nor any tenant, Developer, agent or other authorized present or future user of the Property, shall use, generate, manufacture, store, treat, dispose of or release any hazardous waste or substance on, under or about the Property and (ii) any activity on the Property shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances, including, without limitation, those laws, regulations and ordinances described above. Mortgagor authorizes Mortgagee and Mortgagee's agents to enter upon the Property to make such inspections and tests as Mortgagee may deem appropriate to determine compliance by Mortgagor and the Property with the provisions hereof. Any inspections or tests made by Mortgagee shall be for Mortgagee's purposes and benefit only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagor or to any other person or entity, governmental or otherwise. The representations and warranties continued herein are based on Mortgagor's due diligence in investigating the Property for hazardous waste. Mortgagor (a) releases and waives any present or future claims against Mortgagee for indemnity or contribution if Mortgagor becomes liable for cleanup or other costs under such laws, and (b) agrees to indemnify and hold harmless Mortgagee against any and all claims, losses, liabilities, damages, penalties and expenses which Mortgagee may directly or indirectly sustain or suffer resulting from a breach of this provision or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior or subsequent to Mortgagor's ownership or interest in the Property, whether or not the same was or should have been known to Mortgagor. The provisions of this paragraph, including the obligation to indemnify, shall survive the payment of the Note and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Mortgagee's acquisition of any interest in the Property, whether by foreclosure or otherwise.

28. To maintain the Property, at Mortgagor's sole expense, and make such repairs and renovations as may, during the term of this Mortgage, be required for compliance with The Americans with Disabilities Act, 42. U.S.C. 12101, et. Seq. and

amendments thereto (ADA). Any notice or warning of violation or noncompliance of or with the provisions of ADA received by Mortgagor shall be sent in accordance with Paragraph 18 to Mortgagee within ten days after receipt thereof and Mortgagor shall have a period of thirty days thereafter (unless a shorter term is imposed by the notice or warning) within which to furnish to Mortgagee a written plan and time schedule for correcting the deficiency in accordance with the requirements of ADA.

29. This Mortgage shall, at the option of the Mortgagee, secure, in addition to the debt evidenced by the Note, any other liability or liabilities owned by the Mortgagor to the Mortgagee, whether direct or indirect, secured or unsecured, contingent or fixed, now due or to become due, or which may hereafter be contracted by virtue of any advances, disbursements, payments, charges or costs made or incurred by the Mortgagee under the terms of this Mortgage or any other instrument including, but not by way of limitation, promissory notes, guaranties, financing statements, security agreements, endorsements and overdrafts, though the aggregate outstanding amount at any time may exceed the amount originally secured hereby. Mortgagee shall be entitled to receive and retain the full amount of the debt evidenced by the Note and the other liabilities herein described in any action for foreclosure, redemption by the Mortgagor, accounting for the proceeds of a foreclosure sale, accounting for insurance proceeds or condemnation award.

30. To waive and renounce to the extent permitted by law any and all homestead and exemption rights Mortgagor may now or hereafter have as against the payment of the obligation evidenced or secured hereby, or any portion thereof, or any other obligation or damage that may accrue to Mortgagee's benefit under the terms of the Note and this Mortgage.

31. To pay to Mortgagee a transfer fee each time the legal or beneficial title to the Property is conveyed or assigned. The amount of such fee will be a specified amount or a percent of the principal balance remaining unpaid on the Note at the time of conveyance or assignment, except that such transfer fee shall not exceed one percent of the then principal balance or \$300.00, whichever is greater. The collection of a transfer fee shall not be construed as authorizing the assumption of this Mortgage other than as provided hereinabove.

32. That Mortgagee shall not be responsible or liable to anyone other than the Mortgagor for Mortgagee's disbursement of or failure to disburse the funds or any part thereof evidenced by the Note, and no third party, including any creditor or subrogate of the Mortgagor, shall have any claim or right against the Mortgagee under this Mortgage or the Note for Mortgagee's administration of disbursement, nor shall the Mortgagee be liable for the manner in which any disbursements under this Mortgage or the Note may be applied or misapplied by the Mortgagor.

33. In this Mortgage and the Note, the singular shall include the plural and the masculine shall include the feminine and neuter. Whenever the term Mortgagor is used herein, it shall include corporate and individual mortgagors, their heirs, personal representatives, trustees in dissolution, assigns and successors in interest in title to the Property.

34. This Mortgage, the Note and other instruments incidental hereto or referenced herein shall be construed according to the laws of the State of Florida, and the venue for any litigation brought on account of or incidental to this Mortgage shall be Brevard County, Florida, except that any foreclosure of this Mortgage will be filed in the county wherein the Property is located.

35. Mortgagee and Mortgagor hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this Mortgage and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or action of either party. This provision is a material inducement for Mortgagee entering into this transaction with Mortgagor.

36. Upon fulfillment of the requirements of this Mortgage, Note and Deed Restriction, the Mortgagee shall record a Satisfaction of Mortgage with the Clerk of the Court, Brevard County, Florida.

IN WITNESS WHEREOF, the Mortgagor has signed and sealed this Mortgage, the day and year first above written.

HOUSING FOR HOMELESS, INC.

\_\_\_\_\_  
Rob Cramp, Executive Director

STATE OF FLORIDA  
COUNTY OF BREVARD COUNTY

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by ROB CRAMP, ☐ who is personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

NOTARY SEAL

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

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



**ATTACHMENT B  
15 YEAR MORTGAGE NOTE**

**Brevard County Board of County Commissioners**

**\$80,437.00**

**Month Day, 2023**

For Value Received, the undersigned promises to pay to the order of Brevard County Board of County Commissioners, 2725 Judge Fran Jamieson Way, Building B, 1st Floor, Viera, Florida, the principal sum of \$80,437.00 together with interest thereon at the rate of zero percent per annum, shall be forgiven at the completion of the 20 years. The Mortgage note shall become due within 10 years if all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the Mortgage is satisfied or refinanced, or if the Property is not utilized for affordable housing for persons with low income as defined by the HUD guidelines federal, state and local regulations. The Lender reserves the first right of refusal for the purchase at the current market value minus awards or to have all sums secured by this Mortgage become payable upon demand. In the event Borrower proposes to sell or transfer the Project, Borrower shall send notice to Lender of the Borrower's intent to sell or transfer the Project via certified mail, return receipt requested. The Lender shall have 180 days from the date of receipt of the notice in order to provide the Borrower written acceptance or refusal of the offer. In the event of a sale during the affordability period (voluntary or involuntary), Owner shall pay to County a proportionate amount of any equity created by the use of HOME investment as set forth in the mathematical formula contained in the County's Annual Action Plan, as may be amended. Upon fulfillment of the terms of this Mortgage, at the end of 10 years from the date of this note, this note shall be extinguished in full.

THIS NOTE is secured by a Mortgage dated the \_\_\_\_day of \_\_\_\_ 2023 herewith and is to be construed and enforced according to the laws of the State of Florida; upon violation of the terms of the Mortgage and this note, the whole sum of the principal Failure to exercise this option by Brevard County shall not constitute a waiver of the right to exercise the same in the event of subsequent default.

A default shall be the occurrence of any of the following events, and upon that occurrence the Lender may, at the Lender's option, declare all sums secured by the Mortgage to be immediately due and payable.

a. Nonperformance by the Borrower of any covenant, agreement, term or condition of the Mortgage, or of the Note, or of any other agreement made by the Borrower with the Lender in connection with such indebtedness, after the Borrower has been given due notice, as described hereafter, by the Lender of such nonperformance;

b. Failure of the Borrower to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of the Mortgage;

c. The Lender's discovery of the Borrower's failure in any application of the Borrower to the Lender to disclose any fact deemed by the Lender to be material, or the making therein, or in any of the agreements entered into by the Borrower with the Lender (including, but not limited to, the Note and Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Borrower; and

d. If property does not remain the principal residence of the Borrower, or if all or any part of the property or an interest therein is rented, leased, sold or transferred by the Borrower.

OPTION OF LENDER UPON THE EVENT OF A DEFAULT: Upon the occurrence of a default, the Lender shall send or hand deliver the Notice to the Borrower as is provided in Section XIII of the Rental Housing Home Agreement, specifying:

a. The breach;

b. The action required to cure such breach; and

c. A date not less than thirty days from the date the Notice is hand delivered or mailed to the Borrower by which such breach must be cured.

If the default is not cured on or before the date specified in the Notice, the Lender, at the Lender's option, may declare all of the sums secured by the Mortgage to be immediately due and payable without further demand.

The Lender shall give prior written notice of acceleration or default under the subordinate lien to the Mortgage Holder.

All sums repaid under the terms of this Agreement shall be paid to Brevard County Board of County Commissioners in care of Housing and Human Services Department.

HOUSING FOR HOMELESS, INC.

\_\_\_\_\_  
Rob Cramp, Executive Director

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

**ATTACHMENT C  
LAND USE RESTRICTION AGREEMENT**

This LAND USE RESTRICTION AGREEMENT (hereinafter called the Agreement) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023 between **Housing for Homeless, Inc.** (hereinafter called the (Owner) and **Brevard County Board of County Commissioners**, a political subdivision of the State of Florida (hereinafter called the County) and the City of Titusville, a political subdivision of the State of Florida (hereinafter called the City) for property to be located at:

**The South 10 Feet of Official Records Book 1239, Page 952, and the North 90.00 feet of Deed Book 349, Page 271, all in the Public Records of Brevard County, Florida and lying in the N.E. ¼ of Section 4, Township 22 South, Range 35 East, and being more particularly described as follows:**

**Commerce at the N.W. corner of the S.W. 1/47 of the N.E. ¼ of Section 4, Township 22 South, Range 35 East; thence run S. 1 degree 41' 20" E (assumed bearing Continued**

**417 Rock Pit Road, Titusville, Florida, 32796**

**PREAMBLE**

**WHEREAS**, the County and the City have agreed under certain conditions to issue a deferred payment loan using Brevard County HOME Investment Partnership (HOME) funds to provide financing for the preservation of affordable rental housing for households who have an income at or below 80% of Area Median Income, located at the address to be occupied by eligible persons as described in Section II of the Rental Housing Home Agreement signed on \_\_\_\_\_; and

**WHEREAS**, in addition to any other requirements the County and the City may impose incident to its mortgage, the **Developer/Owner** has agreed that the unit shall be leased, rented or made available on a continuous basis for rental to low-income, and very low-income persons as described in Section II of the Rental Housing Home Agreement signed on \_\_\_\_\_.

**WHEREAS**, should the **Developer/Owner** at any time disband their corporation, said property shall be transferred to another nonprofit approved by Brevard County and the City.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County, the City, and the **Developer/Owner** do hereby contract and agree as follows:

## **AGREEMENT**

### **ARTICLE I. RENTAL HOUSING RESTRICTIONS**

#### **1.1 Occupancy**

The housing unit must be set-aside for households who upon initial occupancy of the unit must have annual gross incomes at or below 80% Area Medium Income for the Palm Bay-Melbourne-Titusville Metropolitan Statistical Areas (MSA) with the understanding that initial occupancy is reserved for households whose income is at or below 80% Area Medium Income for Palm Bay-Melbourne-Titusville Metropolitan Statistical Areas.

#### **1.2 Income/Eligibility**

The **Developer/Owner** shall verify and document the income of all tenants following HOME regulations. The annual income of tenants renting HOME-assisted units must be recertified each year. In accordance with the HOME Investment Partnership Program compliance guidelines, an increase in a tenant's income of up to one hundred forty percent of the applicable limit will not result in disqualification. However, the rent will be adjusted based on the new income. At an annual or interim recertification, if a tenant of a HOME Investment Partnership Program-assisted unit realizes an increase in income that exceeds one hundred forty percent of the applicable limit, the tenant may no longer be counted toward satisfaction of the extremely low-income requirement. Each subsequent unit in the Project that becomes vacant shall be rented to an income-eligible tenant until the Project is again in compliance.

#### **1.3 HOME Investment Partnership Program Affordability**

All housing units are subject to affordability limits established for HOME Investment Partnership Program-assisted rental units on annual basis.

#### **1.4 Long-term Affordability**

The HOME Investment Partnership Program-assisted unit shall be affordable for the duration of the Agreement. The loan for the Project hereunder as to both principal and interest shall be assumable upon project sale, transfer or refinancing if the proposed Owner of the Project is an eligible nonprofit organization as approved by the County and the proposed Owner of the Project agrees to maintain all set asides and other requirements of the HOME Investment Partnership Program for the period originally specified.

In the event the above-stated conditions are not met, the loan for the Project hereunder as to both principal and interest shall be due in full upon the sale, transfer or refinancing of the Project.

Notwithstanding, payment of principal and interest in full, these restrictions shall remain in full force and effect for the term of this Agreement.

### **1.5 Housing Standards**

The Rental Unit assisted with HOME Investment Partnership Program funds shall follow local code requirements for the duration of the affordability period. The **Developer/Owner** shall cooperate with the County and City by allowing on-site inspection of HOME assisted units for compliance with state law and local code requirements.

## **ARTICLE II. CONSIDERATION**

The County and the City have authorized and issued a deferred payment loan to the **Developer/Owner** as an inducement to the **Developer/Owner** to operate the units in the Project for the benefit of very income persons whose incomes are below sixty percent of Annual Median Income for the Palm Bay-Melbourne-Titusville, FL Metropolitan Statistical Area (MSA) for a period of **15 years** following completion of the Project. In consideration of the issuance of the loan by the County for the foregoing purposes, the County and the City and Owner have entered into this Agreement.

## **ARTICLE III. RELIANCE**

In performing its duties hereunder, the County and the City may rely upon statements and certifications of the **Developer/Owner**, believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the **Developer/Owner** pertaining to occupancy of the Project. The **Developer/Owner** may rely upon certification of very low-income households reasonably believed to be genuine and to have been executed by the proper person or persons.

## **ARTICLE IV. TERM**

This Agreement shall become effective upon its execution and shall remain in full force and effect for a period of fifteen (**15**) **years** after initial occupancy.

## **ARTICLE V. INSURANCE**

The **Developer/Owner** shall insure the property for the full replacement cost for the duration of the Land Use Restriction Agreement. Any such policy must be issued by a company acceptable to the County and the City, include the County and the City as an additional insured and provide for at least 30 days' notice prior to execution. The County shall receive written notice at least 30 days to any change in insurance coverage.

## **ARTICLE VI. CHANGE IN INSURANCE COVERAGE**

Subject to the superior rights of the holder of any first mortgage, in the event that the Project is damaged or destroyed, the **Developer/Owner** shall deposit with the County and the City any insurance proceeds and shall promptly commence to rebuild, replace, repair or restore the Project in such manner as is consistent with the Mortgage Note and Agreement. The County and the City shall make any such insurance

proceeds available to provide funds for such restoration work. In the event the Owner fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project after notice from the County or City, the County and the City shall have the right, in addition to any other remedies granted in the Mortgage Note and Agreement or at law or in equity, to repair, restore, rebuild or replace the Project so as to prevent the occurrence of a default hereunder.

## **ARTICLE VII. SALE, TRANSFER OR REFINANCING OF THE PROJECT**

The loan for the Project hereunder as to both principal and interest shall be assumable upon project sale, transfer or refinancing if the proposed Owner of the Project is an eligible nonprofit organization as approved by the County and City and the proposed Owner of the Project agrees to maintain all set asides and other requirements of the HOME Investment Partnership Program for the period originally specified. In the event Owner proposes to sell or transfer the Project, the County and the City reserves the first right of refusal for the purchase at the current market value minus awards. Owner shall send notice to County and City of the Owner's intent to sell or transfer the Project via certified mail, return receipt requested. The County and 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), Owner shall pay to County and City a proportionate amount of any equity created by the use of HOME investment as set forth in the mathematical formula contained in the County's Annual Action Plan, as may be amended.

In the event the above-stated conditions are not met, the loan for the Project hereunder as to both principal and interest shall be due in full upon the sale, transfer or refinancing of the Project.

Notwithstanding, payment of principal and interest in full, these restrictions shall remain in full force and effect for the term of this Agreement.

## **ARTICLE VIII. ENFORCEMENT**

Upon the occurrence of a default, the County or City shall notify the **Developer/Owner** of such default, specifying:

1. The breach; and
2. The action required to cure such breach; and
3. A date not less than thirty days from the date the Notice is hand delivered or mailed to the Borrower by which such breach must be cured.

If the default is not cured on or before the date specified in the Notice, the County, at the County's option, may declare all of the sums secured by the Mortgage to be immediately due and payable without further demand.

The County or City shall give prior written notice of acceleration or default under the subordinate lien to the Mortgage Holder.

All sums repaid under the terms of this Agreement shall be paid to Brevard County Board of County Commissioners in care of Housing and Human Services Department.

#### **ARTICLE IX. RECORDING AND FILING**

Upon execution and delivery by the parties hereto, the County and the City shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the official public records of Brevard County.

#### **ARTICLE X. COVENANTS TO RUN WITH THE LAND**

This Agreement and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the **Developer/Owner**, the County and the City and their respective successors and assigns during the Term of this Agreement.

#### **ARTICLE XI. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies. 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.

#### **ARTICLE XII. ATTORNEY'S FEES AND COSTS**

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.

#### **ARTICLE XIII. NOTICE AND EFFECT**

Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.



**FOR THE COUNTY**

Ian Golden, Director  
Housing and Human Services Department  
2725 Judge Fran Jamieson Way, Building B  
Viera, Florida 32940

**For the City of Titusville:**

Neighborhood Services Department  
Attn: Terrie Franklin  
555 S. Washington Avenue  
Titusville, Florida 32796

**FOR THE DEVELOPER/OWNER**

Housing for Homeless, Inc.  
Rob Cramp, Executive Director  
4087 US-1  
Rockledge Florida 32955

I, the undersigned, have read and fully agree to abide by the terms and conditions of this Land Use Restriction Agreement.

HOUSING FOR HOMELESS, INC.

\_\_\_\_\_  
Rob Cramp, Executive Director

STATE OF FLORIDA  
COUNTY OF BREVARD COUNTY

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by ROB CRAMP, ☐ who is personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

NOTARY SEAL

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

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

**ATTACHMENT D  
INCOME / RENTAL LIMITS**

**2022 INCOME LIMITS**  
for Palm Bay-Melbourne-Titusville, Florida Metropolitan Statistical Area

<b>Household</b>	<b>Low Income</b>
1 Person	\$52,850
2 Person	\$60,400
3 Person	\$67,950
4 Person	\$75,450
5 Person	\$81,500
6 Person	\$87,550
7 Person	\$93,600
8 Person	\$99,600

**2022 Rent Limits**  
for Palm Bay-Melbourne-Titusville, Florida Metropolitan Statistical Area

<b>EFFICIENCY</b>	<b>1 Bedroom</b>	<b>2 Bedrooms</b>	<b>3 Bedrooms</b>	<b>4 Bedrooms</b>	<b>5 Bedrooms</b>	<b>6 Bedrooms</b>
\$711	\$761	\$913	\$1,055	\$1,177	\$1,289	\$1,421



**ATTACHMENT F  
HOME INVESTMENT PARTNERSHIP PROGRAM  
DEMOGRAPHIC AND TRACKING SHEET**

Agency Name: Housing for Homeless, Inc.

Project Address: 417 Rock Pit Road, Titusville, Florida, 32796

**TYPE OF ASSISTANCE:**

- |  |  |
|--|--|
| <input type="checkbox"/> Rental Rehabilitation         | <input type="checkbox"/> Rental New construction         |
| <input type="checkbox"/> Home Ownership Rehabilitation | <input type="checkbox"/> Home ownership New construction |

**PHASES:**

Maximum Eligibility (including soft costs): \$ \_\_\_\_\_  
Date Encumbered: \$ \_\_\_\_\_  
Final Mortgage Amount (excluding soft costs): \$ \_\_\_\_\_  
Amount of Public funds in the project: \$ \_\_\_\_\_  
Amount of private funds in the project: \$ \_\_\_\_\_

**INCOME LEVEL:**

- ☐ Extremely Low (30% Area Medium Income)  
☐ Very Low Income (50% Area Medium Income)  
☐ Low (80% Area Medium Income)

**UNINCORPORATED AREA:** ☐ Yes ☐ No

If no, name of incorporated area: \_\_\_\_\_

Age of Head of Household: \_\_\_\_\_

Number of persons in household: \_\_\_\_\_

Number of bedrooms: \_\_\_\_\_

**RACE:**

- |  |   |                                   |                                |
|--|---|-----------------------------------|--------------------------------|
| <input type="checkbox"/> White           | <input type="checkbox"/> Black                | <input type="checkbox"/> Hispanic | <input type="checkbox"/> Asian |
| <input type="checkbox"/> American Indian | <input type="checkbox"/> other, specify _____ |                                   |                                |

**RENT:**

Tenant's Monthly Rent: \_\_\_\_\_

Market Rent: \_\_\_\_\_

HOME High Rent: \_\_\_\_\_

HOME Low Rent: \_\_\_\_\_

**SPECIAL NEEDS (CHECK ANY THAT APPLY):**

☐ Elderly                      ☐ Disabled                      ☐ Farm Worker

☐ Homeless                      ☐ Developmental Disability

Completed by: \_\_\_\_\_

Date \_\_\_\_\_

**CLOSE OUT (County Staff Only)**

Total Project Cost:                      **\$00.00+\$00.00 = \$00.00**

Inputted by \_\_\_\_\_

Date \_\_\_\_\_

# **ATTACHMENT G** **RENTAL PROJECT COMPLIANCE REPORT**

**(Project Owner must complete and Contract Administrator must place in project file)**

Project: Tropic Hammock

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

Address: 417 Rock Pit Road, Titusville, Florida, 32796

Reporting Period: \_\_\_\_\_

Number of Units: 1

Number of HOME Units: 1

Low HOME Rent Units: 1

High HOME Rent Units:   

A	B	C	D	E	F	G	H	I	J	K	L
Unit Number	Number of Bedrooms	Low or High HOME Rent Unit Designation	Tenant Name	Household Size	Annual (Gross) Income	Date of Last Income Re-Examination	Low or High HOME Rent	Utility Allowance	Maximum Actual Rent (H-I)	Unit in Compliance? (Y or N)	Comments
Example	2	L	J. Doe	3	\$14,000	1/97	\$450	\$75	\$375	Y	

**ATTACHMENT H**  
**REQUEST FOR REIMBURSEMENT INVOICE FORM/SUPPLEMENTAL SHEET**  
**HOUSING AND HUMAN SERVICES DEPARTMENT**

**THIS SECTION FOR HOUSING AND HUMAN SERVICES USE ONLY**

CONTRACT/PROJECT MONITOR: Brian Breslin

FINANCIAL APPROVAL: \_\_\_\_\_

BUSINESS AREA: 1472 COST CENTER: 303052 GL ACCOUNT: 5820000

VENDOR NUMBER: 400977 PURCHASE ORDER NUMBER: \_\_\_\_\_

DOCUMENT NUMBER: \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

APPROVED FOR PAYMENT BY: \_\_\_\_\_ DATE: \_\_\_\_\_

FUNDING SOURCE: HOME-CHDO

NAME OF ORGANIZATION: Housing for Homeless, Inc.

NAME OF PROGRAMS: Tropic Hammock – Roof Replacement

CONTACT PERSON: Rob Cramp, Executive Director

PROGRAM ADDRESS: 417 Rock Pit Road, Titusville, Florida, 32796

MAILING ADDRESS: 4087 US-1, Rockledge, Florida 32955

E-MAIL ADDRESS: Rob@HousingForHomeless.org

TELEPHONE NUMBER: 321-639-0166

REQUEST DATE: \_\_\_\_\_

REQUEST NUMBER: \_\_\_\_\_

FINAL PAYMENT REQUEST: YES \_\_\_\_\_ NO \_\_\_\_\_

TOTAL AMOUNT TO BE PAID: \_\_\_\_\_

I certify the services itemized on the authorization invoice have been provided and are a proper charge against the HOME Funds appropriate for this program:

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTE: Any incomplete or inaccurate request will be returned to the agency by mail. Period covers \_\_\_\_\_ through \_\_\_\_\_**



**Construction/Roof Replacement**

Date of Request	Amount Requested	Amount Expended YTD	Percentage Expended spend YTD	Balance
				Up to \$80,437.00

Amount Expended: \$ \_\_\_\_\_

**Summary:**

◆ Total Budgeted \$80,437.00

◆ Total This Request \$ \_\_\_\_\_

Remaining Funds \$ \_\_\_\_\_

Invoice Number	Date of Request	Amount Requested	Expended YTD	% YTD	Remaining Funds
					Up to \$80,437.00
1					

## **ATTACHMENT I HOME REQUIREMENTS**

### **24 CFR Part 85 ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS; 24 CFR 85.31 REAL PROPERTY:**

A. Title. Subject to the obligations and conditions set forth in this section, title to real property acquired under a grant or subgrant will vest upon acquisition in the grantee or subgrantee respectively.

B. Use. Except as otherwise provided by Federal statutes, real property will be used for the originally authorized purposes as long as needed for that purposes, and the grantee or subgrantee shall not dispose of or encumber its title or other interests.

C. Disposition. When real property is no longer needed for the originally authorized purpose, the grantee or subgrantee will request disposition instructions from the awarding agency. The instructions will provide for one of the following alternatives:

a. Retention of title. Retain title after compensating the awarding agency. The amount paid to the awarding agency will be computed by applying the awarding agency's percentage of participation in the cost of the original purchase to the fair market value of the property. However, in those situations where a grantee or subgrantee is disposing of real property acquired with grant funds and acquiring replacement real property under the same program, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

b. Sale of property. Sell the property and compensate the awarding agency. The amount due to the awarding agency will be calculated by applying the awarding agency's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active, the net proceeds from sale may be offset against the original cost of the property. When a grantee or subgrantee is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

c. Transfer of title. Transfer title to the awarding agency or to a third-party designated/approved by the awarding agency. The grantee or subgrantee shall be paid an amount calculated by applying the grantee or subgrantee's percentage of participation in the purchase of the real property to the current fair market value of the property.

### **24 CFR PART 87 ANTI-LOBBYING:**

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendments, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

#### **24 CFR 92.203 INCOME DETERMINATIONS:**

A. The HOME program has income targeting requirements for the HOME program and the HOME projects. Each family must meet the established annual income requirements to participate as a beneficiary in any HOME program or HOME funded project.

a. For families who are tenants in HOME-assisted housing and not receiving HOME tenant-based rental assistance, the participating jurisdiction must initially determine annual income using the method in paragraph (a)(1)(i) of this section. For subsequent income determinations during the period of affordability, the participating jurisdiction may use any one of the following methods in accordance with § 92.252(h):

b. Examine the source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) for the family.

c. Obtain from the family a written statement of the amount of the family's annual income and family size, along with a certification that the information is complete and accurate. The certification must state that the family will provide source documents upon request.

d. Obtain a written statement from the administrator of a government program under which the family receives benefits and which examines each year the annual income of the family. The statement must indicate the tenant's family size and state the amount of the family's annual income; or alternatively, the statement must indicate the current dollar limit for very low- or low-income families for the family size of the tenant and state that the tenant's annual income does not exceed this limit.

B. For all other families, the participating jurisdiction must determine annual income by examining the source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) for the family.

a. When determining whether a family is income eligible, the participating jurisdiction must use one of the following three definitions of "annual income":

C. Annual income" as defined at 24 CFR 5.609 (except when determining the income of a homeowner for an owner-occupied rehabilitation project, the value of the

homeowner's principal residence may be excluded from the calculation of Net Family Assets); or

D. Annual Income as reported under the Census long-form for the most recent available decennial Census. This definition includes:

- i. Wages, salaries, tips, commissions, etc.;
- ii. Self-employment income from owned non-farm business, including proprietorships and partnerships;
- iii. Farm self-employment income;
- iv. Interest, dividends, net rental income, or income from estates or trusts;
- v. Social Security or railroad retirement;
- vi. Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;
- vii. Retirement, survivor, or disability pensions; and
- viii. Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony; or

E. Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes.

#### **24 CFR 92.251 PROPERTY STANDARDS:**

A. Housing that is constructed or rehabilitated with HOME funds must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinance at the time of project completion. The housing must meet accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

B. An owner of rental housing assisted with HOME funds must maintain the housing in compliance with all applicable State and local housing quality standards and code requirements and if there are no such standards or code requirements, the housing must meet the housing quality standards in 24 CFR 982.401.

#### **24 CFR 92.252 QUALIFICATION AS AFFORDABLE HOUSING, RENTAL HOUSING:**

A. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the following requirements to qualify as affordable housing. The affordability requirements also apply to the HOME-assisted non-owner-occupied units in single-family housing purchased with HOME funds in accordance with § 92.254.

a. *Rent limitation.* HUD provides the following maximum HOME rent limits. The maximum HOME rents are the lesser of:

B. The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or

C. A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

a. *Additional Rent limitations.* In rental projects with five or more HOME-assisted rental units, twenty (20) percent of the HOME-assisted units must be occupied by very low-income families and meet one of following rent requirements:

1. The rent does not exceed 30 percent of the annual income of a family whose income equals 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD provides the HOME rent limits which include average occupancy per unit and adjusted income assumptions. However, if the rent determined under this paragraph is higher than the applicable rent under (a) of this section, then the maximum rent for units under this paragraph is that calculated under paragraph (a).

2. The rent does not exceed 30 percent of the family's adjusted income. If the unit receives Federal or State project-based rental subsidy and the very low-income family pays as a contribution toward rent not more than 30 percent of the family's adjusted income, then the maximum rent (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program.

b. 24 CFR Part 92.252 Subpart F *Initial rent schedule and utility allowances.* The participating jurisdiction must establish maximum monthly allowances for utilities and services (excluding telephone). The participating jurisdiction must review and approve rents proposed by the owner for unit's subject to the maximum rent limitations in paragraphs (a) or (b) of this section. For all unit's subject to the maximum rent limitations in paragraphs (a) or (b) of this section for which the tenant is paying utilities and services, the participating jurisdiction must ensure that the rents do not exceed the maximum rent minus the monthly allowances for utilities and services.

c. *Nondiscrimination against rental assistance subsidy holders.* The owner cannot refuse to lease HOME-assisted units to a certificate or voucher holder under 24 CFR part 982— Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.

d. *Periods of Affordability.* The HOME-assisted units must meet the affordability requirements for not less than the applicable period specified in the

following table, beginning after project completion. The affordability requirements apply without regard to the term of any loan or mortgage or the transfer of ownership. They must be imposed by deed restrictions, covenants running with the land, or other mechanisms approved by HUD, except that the affordability restrictions may terminate upon foreclosure or transfer in lieu of foreclosure. The participating jurisdiction may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure or deed in lieu of foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property.

<b>Rental Housing Activity</b>	<b>Minimum period of affordability in years</b>
Rehabilitation or acquisition of existing housing per unit amount of HOME funds: Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000 or rehabilitation involving refinancing	15
New Construction or acquisition of newly constructed housing	20

*Subsequent rents during the affordability period.*

1. The maximum HOME rent limits are recalculated on a periodic basis after HUD determines fair market rents and median incomes. HUD then provides the new maximum HOME rent limits to participating jurisdictions. Regardless of changes in fair market rents and in median income over time, the HOME rents for a project are not required to be lower than the HOME rent limits for the project in effect at the time of project commitment.

2. The participating jurisdiction must provide project owners with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits in paragraph (f)(1) of this section) in accordance with the written agreement between the participating jurisdiction and the owner. Owners must annually provide the participating jurisdiction with information on rents and occupancy of HOME-assisted units to demonstrate compliance with this section.

3. Any increase in rents for HOME-assisted units is subject to the provisions of outstanding leases, and in any event, the owner must provide tenants of those units not less than 30 days prior written notice before implementing any increase in rents.

e. *Adjustment of HOME rent limits for a particular project.*

1. Changes in fair market rents and in median income over time should be sufficient to maintain the financial viability of a project within the HOME rent limits in this section.

2. HUD may adjust the HOME rent limits for a project, only if HUD finds that an adjustment is necessary to support the continued financial viability of the project and only by an amount that HUD determines is necessary to maintain continued financial viability of the project. HUD expects that this authority will be used sparingly.

f. *Tenant income.* The income of each tenant must be determined initially in accordance with § 92.203(a)(1)(i). In addition, each year during the period of affordability the project owner must re-examine each tenant's annual income in accordance with one of the options in § 92.203 selected by the participating jurisdiction. An owner of a multifamily project with an affordability period of 10 years or more who re-examines tenant's annual income through a statement and certification in accordance with § 92.203(a)(1)(ii), must examine the income of each tenant, in accordance with § 92.203(a)(1)(i), every sixth year of the affordability period. Otherwise, an owner who accepts the tenant's statement and certification in accordance with § 92.203(a)(1)(ii) is not required to examine the income of tenants in multifamily or single-family projects unless there is evidence that the tenant's written statement failed to completely and accurately state information about the family's size or income.

g. *Over-income tenants.*

1. HOME-assisted units continue to qualify as affordable housing despite a temporary noncompliance caused by increases in the incomes of existing tenants if actions satisfactory to HUD are being taken to ensure that all vacancies are filled in accordance with this section until the noncompliance is corrected.

2. Tenants who no longer qualify as low-income families must pay as rent the lesser of the amount payable by the tenant under State or local law or 30 percent of the family's adjusted income, except that tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by section 42. In addition, in projects in which the HOME units are designated as floating pursuant to paragraph (j), tenants who no longer qualify as low-income are not required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood.

h. *Fixed and floating HOME units.* In a project containing HOME-assisted and other units, the participating jurisdiction may designate fixed or floating HOME units. This designation must be made at the time of project commitment. Fixed units remain the same throughout the period of affordability. Floating units are changed to maintain conformity with the requirements of this section during the period of affordability so that the total number of housing units meeting the requirements of this section remains the same, and each



substituted unit is comparable in terms of size, features, and number of bedrooms to the originally designated HOME-assisted unit.

#### **24 CFR 92.253 TENANT AND PARTICIPANT PROTECTIONS**

A. Lease. The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.

B. Prohibited lease terms. The lease may not contain any of the following provisions:

a. Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

b. Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;

c. Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

d. Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

e. Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

f. Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;

g. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

h. Tenant chargeable with cost of legal actions regardless of outcome.

#### **24 CFR 92.254(a)(2)(i) AFFORDABLE HOUSING:**

For single family homes that are newly constructed and/or acquired in standard condition (that is, the property meets local codes and standards without additional rehabilitation), the low-income buyer's purchase price cannot exceed 95 percent of the median purchase price for the area (24 CFR 92.254(a)(2)(i)).

#### **24 CFR 92.257 FAITH-BASED ORGANIZATIONS:**

Faith-based organizations and churches are eligible to participate in the HOME program. The following conditions must be followed:

- A. Religious activities must be voluntary. The Developer cannot require a beneficiary to participate in inherently religious activities such as worship or religious instruction.
- B. Faith-based organizations are permitted to retain its independence from Federal, state, and local governments to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. It is acceptable for an organization's Board of Directors to be selected based on religious practice and that religious references in its mission statement and other governing documents are acceptable.
- C. Discrimination based on religious affiliation is prohibited. The Developer and his/her agent(s), as applicable) must serve all eligible beneficiaries without regard to religion and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. In addition, the eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the religious organization (even if funded with other non-Federal sources).
- D. 24 CFR Disposition of real property after the term of the grant, is subject to government-wide regulations governing real property disposition.

#### **92.300 SET-ASIDE FOR COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDO)**

A. Within 24 months after HUD notifies the participating jurisdiction of HUD's execution of the HOME Investment Partnerships Agreement, the participating jurisdiction must reserve not less than 15 percent of the HOME allocation for investment only in housing to be developed, sponsored, or owned by community housing development organizations. For a State, the HOME allocation includes funds reallocated under § 92.451(c)(2)(i) and, for a unit of general local government, funds transferred from a State under § 92.102(b). The funds are reserved when a participating jurisdiction enters into a written agreement with the community housing development organization. The funds must be provided to a community housing development organization, its subsidiary or a partnership of which it or its subsidiary is the managing general partner. If a CHDO owns the project in partnership, it or its wholly owned for-profit or non-profit subsidiary must be the managing general partner. In acting in any of the capacities specified, the community housing development organization must have effective project control. In addition, a community housing development organization, in connection with housing it develops, sponsors or owns with HOME funds provided under this section, may provide direct homeownership assistance (e.g. down payment assistance) and not be considered a subrecipient.

B. The participating jurisdiction determines the form of assistance, e.g., grant or loan, that the community housing development organization receives and whether any proceeds must be returned to the participating jurisdiction or may be retained by the

community housing development organization. While the proceeds the participating jurisdiction permits the community housing development organization to retain are not subject to the requirements of this part, the participating jurisdiction must specify in the written agreement with the community housing development organization whether they are to be used for HOME-eligible or other housing activities to benefit low-income families. However, funds recaptured because housing no longer meets the affordability requirements under § 92.254(a)(5)(ii) are subject to the requirements of this part in accordance with § 92.503.

C. Each participating jurisdiction must make reasonable efforts to identify community housing development organizations that are capable, or can reasonably be expected to become capable, of carrying out elements of the jurisdiction's approved consolidated plan and to encourage such community housing development organizations to do so. If during the first 24 months of its participation in the HOME Program a participating jurisdiction cannot identify a sufficient number of capable community housing development organizations, up to 20 percent of the minimum community housing development organization set aside of 15 percent specified in paragraph (a) of this section, above, (but not more than \$150,000 during the 24 month period) may be committed to develop the capacity of community housing development organizations in the jurisdiction.

D. Up to 10 percent of the HOME funds reserved under this section may be used for activities specified under § 92.301.

E. HOME funds required to be reserved under this section are subject to reduction, as provided in § 92.500(d).

F. If funds for operating expenses are provided under § 92.208 to a community housing development organization that is not also receiving funds under paragraph (a) of this section for housing to be developed, sponsored or owned by the community housing development organization, the participating jurisdiction must enter into a written agreement with the community housing development organization that provides that the community housing development organization is expected to receive funds under paragraph (a) of this section within 24 months of receiving the funds for operating expenses, and specifies the terms and conditions upon which this expectation is based.

G. Limitation on community housing development organization operating funds. A community housing development organization may not receive HOME funding for any fiscal year in an amount that provides more than 50 percent or \$50,000, whichever is greater, of the community housing development organization's total operating expenses in that fiscal year. This also includes organizational support and housing education provided under section 233(b)(1), (2), and (6) of the Act, as well as funds for operating expenses provided under § 92.208.

#### **24 CFR 92.301 PROJECT-SPECIFIC ASSISTANCE TO COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS**

A. Project-specific technical assistance and site control loans.

a. General. Within the percentage specified in § 92.300(c), HOME funds may be used by a participating jurisdiction to provide technical assistance and site control loans to community housing development organizations in the early stages of site development for an eligible project. These loans may not exceed amounts that the participating jurisdiction determines to be customary and reasonable project preparation costs allowable under paragraph (a)(2) of this section. All costs must be related to a specific eligible project or projects.

b. Allowable costs. A loan may be provided to cover project costs necessary to determine project feasibility (including costs of an initial feasibility study), consulting fees, costs of preliminary financial applications, legal fees, architectural fees, engineering fees, engagement of a development team, option to acquire property, site control and title clearance. General operational expenses of the community housing development organization are not allowable costs.

c. Repayment. The community housing development organization must repay the loan to the participating jurisdiction from construction loan proceeds or other project income. The participating jurisdiction may waive repayment of the loan, in part or in whole, if there are impediments to project development that the participating jurisdiction determines are reasonably beyond the control of the borrower.

**B. Project-specific seed money loans.**

a. General. Within the percentage specified in § 92.300(c), HOME funds may be used to provide loans to community housing development organizations to cover preconstruction project costs that the participating jurisdiction determines to be customary and reasonable, including, but not limited to the costs of obtaining firm construction loan commitments, architectural plans and specifications, zoning approvals, engineering studies, and legal fees.

b. Eligible sponsors. A loan may be provided only to a community housing development organization that has, with respect to the project concerned, site control (evidenced by a deed, a sales contract, or an option contract to acquire the property), a preliminary financial commitment, and a capable development team.

c. Repayment. The community housing development organization must repay the loan to the participating jurisdiction from construction loan proceeds or other project income. The participating jurisdiction may waive repayment of the loan, in whole or in part, if there are impediments to project development that the participating jurisdiction determines are reasonably beyond the control of the community housing development organization.

**24 CFR 92.350 OTHER FEDERAL REQUIREMENTS AND NON-DISCRIMINATION:**

Non-discrimination based on the protected classes as defined by the federal government.

#### **24 CFR 92.351 AFFIRMATIVE MARKETING; MINORITY OUTREACH:**

Affirmative marketing procedures must include affirmative marketing steps that consist of actions to provide information and otherwise attract eligible person in the housing market as to the available housing without regard to race, color, national origin, sex, religion, familial status or disability.

#### **24 CFR 92.352 ENVIRONMENTAL REVIEW:**

The environmental effects of each activity carried out with HOME funds must be assessed 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.

1. The jurisdiction (e.g., the participating jurisdiction or State recipient) or insular area must assume responsibility for environmental review, decision-making, and action for each activity that it carries out with HOME funds, in accordance with the requirements imposed on a recipient under 24 CFR part 58. No funds may be committed to a HOME activity or project before the completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR part 58.
2. A State participating jurisdiction must also assume responsibility for approval of requests for release of HOME funds submitted by State recipients.
3. HUD will perform the environmental review, in accordance with 24 CFR part 50, for a competitively awarded application for HOME funds submitted to HUD by an entity that is not a jurisdiction.

#### **24 CFR 92.353 DISPLACEMENT, RELOCATION, AND ACQUISITION:**

A. Minimizing displacement. Consistent with the other goals and objectives of this part, the participating jurisdiction 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 HOME 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.

B. 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:

- a. 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.
- b. Appropriate advisory services, including reasonable advance written notice of:

- i. The date and approximate duration of the temporary relocation;
- ii. The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;
- iii. 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
- iv. 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**

##### **A. General.**

a. Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME 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).

b. The contract for construction must contain these wage provisions if HOME funds are used for any project costs in § 92.206, including construction or no construction costs, of housing with 12 or more HOME-assisted units. When HOME 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 HOME 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 HOME assistance. The wage provisions apply to any construction contract that includes a total of 12 or more HOME-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.

c. Participating jurisdictions, 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.

B. 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.

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

#### **24 CFR 92.356 CONFLICT OF INTEREST:**

A. In the procurement of property and services by participating jurisdictions, State recipients, and sub recipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply. (b) *Conflicts prohibited*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds hereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

B.

a. *Persons covered*. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or sub recipient which are receiving HOME funds. (d) *Exceptions: Threshold requirements*. Upon the written request of the participating jurisdiction, HUD may grant an exception to the provisions of paragraph (b) of this section on

a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. An exception may be considered only after the participating jurisdiction has provided the following: (1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and (2) An opinion of the participating jurisdiction's or State recipient's attorney that the interest for which the exception is sought would not violate State or local law. (e) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable: (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available; (2) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; (3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question; (4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section; (5) Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and (6) Any other relevant considerations. (f) *Owners and Developers.* (1) No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor) whether private, for-profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (2) *Exceptions.* Upon written request of a housing owner or developer, the participating jurisdiction (or State recipient, if authorized by the State participating jurisdiction) may grant an exception to the provisions of paragraph (f) (1) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:

- (i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (ii)



Whether the person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted housing in question;(iii) Whether the tenant protection requirements of § 92.253 are being observed;(iv) Whether the affirmative marketing requirements of § 92.351 are being observed and followed; and(v) Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.

#### **24 CFR 92.503 (b) REPAYMENTS:**

Repayment of any HOME funds invest in housing that does not meet the affordability requirements for the period specified or a project that is terminated before completion for whatever reason, must be repaid by the Developer back to the County.

#### **24 CFR 92.504 PARTICIPATING JURISDICTION RESPONSIBILITIES; WRITTEN AGREEMENTS; ON-SITE INSPECTION:**

A. Responsibilities. The participating jurisdiction is responsible for managing the day to day operations of its HOME program, ensuring that HOME funds are used in accordance with all program requirements and written agreements, and taking appropriate action when performance problems arise. The use of State recipients, subrecipients, or contractors does not relieve the participating jurisdiction of this responsibility. The performance of each contractor and subrecipient must be reviewed at least annually.

B. Executing a written agreement. Before disbursing any HOME funds to any entity, the participating jurisdiction must enter into a written agreement with that entity. Before disbursing any HOME funds to any entity, a State recipient, subrecipient, or contractor which is administering all or a part of the HOME program on behalf of the participating jurisdiction, must also enter into a written agreement with that entity. The written agreement must ensure compliance with the requirements of this part.

C. Provisions in written agreements. The contents of the agreement may vary depending upon the role the entity is asked to assume or the type of project undertaken. This section details basic requirements by role and the minimum provisions that must be included in a written agreement.

1. State recipient. The provisions in the written agreement between the State and a State recipient will depend on the program functions that the State specifies the State recipient will carry out in accordance with § 92.201(b).

i. Use of the HOME funds. The agreement must describe the use of the HOME funds, including the tasks to be performed, a schedule for completing the tasks, and a budget. These items must be in sufficient detail to provide a sound basis for the State to effectively monitor performance under the agreement.

ii. Affordability. The agreement must require housing assisted with HOME funds to meet the affordability requirements of § 92.252 or § 92.254, as applicable, and must require repayment of the funds if the housing does not meet the affordability requirements for the specified time

period. iii. Program income. The agreement must state if program income is to be remitted to the State or to be retained by the State recipient for additional eligible activities.

iii. Uniform administrative requirements. The agreement must require the State recipient to comply with applicable uniform administrative requirements, as described in § 92.505.

iv. Project requirement. The agreement must require compliance with project requirements in subpart F of this part, as applicable in accordance with the type of project assisted.

v. Other program requirements. The agreement must require the State recipient to carry out each activity in compliance with all Federal laws and regulations described in subpart H of this part, except that the State recipient does not assume the State's responsibilities for release of funds under § 92.352 and the intergovernmental review process in § 92.357 does not apply to the State recipient.

vi. Affirmative marketing. The agreement must specify the State recipient's affirmative marketing responsibilities in accordance with § 92.351, if the HOME funds received by the State recipient will be used for housing containing five or more assisted units.

vii. Requests for disbursement of funds. The agreement must specify that the State recipient may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the State recipient requests funds from the State.

viii. Records and reports. The agreement must specify the particular records that must be maintained and the information or reports that must be submitted in order to assist the State in meeting its recordkeeping and reporting requirements.

ix. Enforcement of the agreement. The agreement must provide for a means of enforcement of affordable housing requirements by the State or the intended beneficiaries, if the State recipient will be the owner at project completion of the affordable housing. The means of enforcement may include liens on real property, deed restrictions, or covenants running with the land. The affordability requirements in § 92.252 must be enforced by deed restriction. In addition, the agreement must specify remedies for breach of the HOME requirements. The agreement must specify that, in accordance with 24 CFR 85.43, suspension or termination may occur if the State recipient materially fails to comply with any term of the agreement. The State may permit the agreement to be terminated for convenience in accordance with 24 CFR 85.44.

x. If the State recipient provides funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors who are providing services to the State recipient, the State recipient must have a written agreement with such entities which meets the requirements of this section.

xi. Duration of the agreement. The duration of the agreement will depend on which functions the State recipient performs (e.g., whether the State recipient or the State has responsibility for monitoring rental projects for the period of affordability) and which activities are funded under the agreement.

1. Subrecipient. A subrecipient is a public agency or nonprofit selected by the participating jurisdiction to administer all or a portion of the participating jurisdiction's HOME Program. The agreement between the participating jurisdiction and the subrecipient must include:

xii. Use of the HOME funds. The agreement must describe the use of the HOME funds, including the tasks to be performed, a schedule for completing the tasks, a budget, and the period of the agreement. These items must be in sufficient detail to provide a sound basis for the participating jurisdiction effectively to monitor performance under the agreement.

xiii. Program income. The agreement must state if program income is to be remitted to the participating jurisdiction or to be retained by the subrecipient for additional eligible activities.

xiv. Uniform administrative requirements. The agreement must require the subrecipient to comply with applicable uniform administrative requirements, as described in § 92.505.

xv. Other program requirements. The agreement must require the subrecipient to carry out each activity in compliance with all Federal laws and regulations described in subpart H of this part, except that the subrecipient does not assume the participating jurisdiction's responsibilities for environmental review under § 92.352 and the intergovernmental review process in § 92.357 does not apply.

xvi. Affirmative marketing. The agreement must specify the subrecipient's affirmative marketing responsibilities in accordance with § 92.351, if the HOME funds administered by the subrecipient will be used for housing containing five or more assisted units.

xvii. Requests for disbursement of funds. The agreement must specify that the subrecipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

Program income must be disbursed before the subrecipient requests funds from the participating jurisdiction.

xviii.        Reversion of assets. The agreement must specify that upon expiration of the agreement, the subrecipient must transfer to the participating jurisdiction any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

xix.         Records and reports. The agreement must specify the particular records that must be maintained and the information or reports that must be submitted in order to assist the participating jurisdiction in meeting its recordkeeping and reporting requirements.

xx.          Enforcement of the agreement. The agreement must specify remedies for breach of the provisions of the agreement. The agreement must specify that, in accordance with 24 CFR 85.43, suspension or termination may occur if the subrecipient materially fails to comply with any term of the agreement. The participating jurisdiction may permit the agreement to be terminated for convenience in accordance with 24 CFR 85.44.

xxi.         If the subrecipient provides HOME funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors, the subrecipient must have a written agreement which meets the requirements of this section.

2.          For-profit or nonprofit housing owner, sponsor or developer (other than single-family owner-occupant).

i.          Use of the HOME funds. The agreement between the participating jurisdiction and a for-profit or non-profit housing owner, sponsor or developer must describe the use of the HOME funds, including the tasks to be performed, a schedule for completing the tasks, and a budget. These items must be in sufficient detail to provide a sound basis for the participating jurisdiction to effectively monitor performance under the agreement.

ii.         Affordability. The agreement must require housing assisted with HOME funds to meet the affordability requirements of § 92.252 or § 92.254, as applicable, and must require repayment of the funds if the housing does not meet the affordability requirements for the specified time period. If the owner or developer is undertaking rental projects, the agreement must establish the initial rents and the procedures for rent increases. If the owner or developer is undertaking homeownership projects for sale to homebuyers in accordance with § 92.254(a), the agreement must set forth the resale or recapture requirements which must be imposed on the housing.

iii. Project requirements. The agreement must require compliance with project requirements in subpart F of this part, as applicable in accordance with the type of project assisted.

iv. Property standards. The agreement must require the housing to meet the property standards in § 92.251 and the lead-based paint requirements in part 35, subparts A, B, J, K, M and R of this title, upon project completion. The agreement must also require owners of rental housing assisted with HOME funds to maintain the housing in compliance with § 92.251 for the duration of the affordability period.

v. Other program requirements. The agreement must require the owner, developer or sponsor to carry out each project in compliance with the following requirements of subpart H of this part:

1. If the project contains 5 or more HOME-assisted units, the agreement must specify the owner or developer's affirmative marketing responsibilities as enumerated by the participating jurisdiction in accordance with § 92.351.

2. The federal requirements and nondiscrimination established in § 92.350.

3. Any displacement, relocation, and acquisition requirements imposed by the participating jurisdiction consistent with § 92.353.

4. The labor requirements in § 92.354.

5. The conflict of interest provisions prescribed in § 92.356(f).

vi. Records and reports. The agreement must specify the particular records that must be maintained and the information or reports that must be submitted in order to assist the participating jurisdiction in meeting its recordkeeping and reporting requirements.

vii. Enforcement of the agreement. The agreement must provide for a means of enforcement of the affordable housing requirements by the participating jurisdiction or the intended beneficiaries. This means of enforcement may include liens on real property, deed restrictions or covenants running with the land. The affordability requirements in § 92.252 must be enforced by deed restriction. In addition, the agreement must specify remedies for breach of the provisions of the agreement.

viii. Requests for disbursement of funds. The agreement must specify that the developer may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

ix. Duration of the agreement. The agreement must specify the duration of the agreement. If the housing assisted under this agreement is rental housing, the agreement must be in effect through the affordability period required by the participating jurisdiction under § 92.252. If the

housing assisted under this agreement is homeownership housing, the agreement must be in effect at least until completion of the project and ownership by the low-income family.

x. Community housing development organization provisions. If the nonprofit owner or developer is a community housing development organization and is using set-aside funds under § 92.300, the agreement must include the appropriate provisions under §§ 92.300 and 92.301.

1. Contractor. The participating jurisdiction selects a contractor through applicable procurement procedures and requirements. The contractor provides goods or services in accordance with a written agreement (the contract). For contractors who are administering all or a portion of the HOME program, the contract must include at a minimum the following provisions:

xi. Use of the HOME funds. The agreement must describe the use of the HOME funds, including the tasks to be performed, a schedule for completing the tasks, a budget, and the length of the agreement.

xii. Program requirements. The agreement must provide that the contractor is subject to the requirements in Part 92 that are applicable to the participating jurisdiction, except §§ 92.505 and 92.506 do not apply, and the contractor cannot assume the participating jurisdiction responsibilities for environmental review, decision making, and action under § 92.352. Where the contractor is administering only a portion of the program, the agreement must list the requirements applicable to the activities the contractor is administering.

xiii. Duration of agreement. The agreement must specify the duration of the contract. Generally, the duration of a contract should not exceed two years.

1. Homebuyer, homeowner or tenant receiving tenant-based rental or security deposit assistance. When a participating jurisdiction provides assistance to a homebuyer, homeowner or tenant the written agreement may take many forms depending upon the nature of assistance. As appropriate, it must include as a minimum:

a. For homebuyers, the agreement must conform to the requirements in § 92.254(a), the value of the property, principal residence, lease-purchase, if applicable, and the resale or recapture provisions. The agreement must specify the amount of HOME funds, the form of assistance, e.g., grant, amortizing loan, deferred payment loan, the use of the funds (e.g., down-payment, closing costs, rehabilitation) and the time by which the housing must be acquired.

b. For homeowners, the agreement must conform to the requirements in § 92.254(b) and specify the amount

and form of HOME assistance, rehabilitation work to be undertaken, date for completion, and property standards to be met.

c. For tenants, the rental assistance contract or the security deposit contract must conform to §§ 92.209 and 92.253.

d. On-site inspections.

3. HOME assisted rental housing. During the period of affordability, the participating jurisdiction must perform on-site inspections of HOME-assisted rental housing to determine compliance with the property standards of § 92.251 and to verify the information submitted by the owners in accordance with the requirements of § 92.252 no less than: every three years for projects containing 1 to 4 units; every two years for projects containing 5 to 25 units; and every year for projects containing 26 or more units. Inspections must be based on a sufficient sample of units.

#### **24 CFR PART 100 DISCRIMINATORY CONDUCT UNDER THE FAIR HOUSING ACT:**

This act states that the following practices are prohibited: It is unlawful to refuse to sell or rent, or to negotiate for sale or rent, based on the protected classes. It is unlawful to discriminate in terms, conditions and privileges, services, and facilities. It is unlawful to discriminate in advertisements, statements, and notices.

#### **24 CFR 107.10:**

This regulation refers to the requirements of Executive Order 11063 – that all actions necessary and appropriate be taken to prevent discrimination because of race, color, religion, sex, and national origin in the sale, rental, leasing, or other disposition of residential property and related facilities, or in the use or occupancy thereof where such property or facilities are owned or operated by Federal Government or provided with federal assistance by the Department of Housing and Urban Development, and in the lending practices with respect to residential property and related facilities of lending institutions insofar as such practices relate to loans insured, guaranteed or purchased by the Department.

#### **24 CFR 983.57 (e) SITE SELECTION STANDARDS; NEW CONSTRUCTION:**

A. A site for newly constructed housing must meet the following site and neighborhood standards:

B. The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.

C. The site must not be located in an area of minority concentration, except as permitted under paragraph (e)(3) of this section, and must not be located in a racially

mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.

- a. A project may be located in an area of minority concentration only if:
  - b. Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration (see paragraph (e)(3)(iii), (iv), and (v) of this section for further guidance on this criterion); or
  - c. The project is necessary to meet overriding housing needs that cannot be met in that housing market area (see paragraph (e) (3)(vi)) of this section for further guidance on this criterion).
  - d. As used in paragraph (e)(3)(i) of this section, sufficient does not require that in every locality there be an equal number of assisted units within and outside of areas of minority concentration. Rather, application of this standard should produce a reasonable distribution of assisted units each year that, over a period of several years, will approach an appropriate balance of housing choices within and outside areas of minority concentration. An appropriate balance in any jurisdiction must be determined in light of local conditions affecting the range of housing choices available for low-income minority families and in relation to the racial mix of the locality's population.
  - e. Units may be considered comparable opportunities, as used in paragraph (e)(3)(i) of this section, if they have the same household type (elderly, disabled, family, large family) and tenure type (owner/renter); require approximately the same tenant contribution towards rent; serve the same income group; are located in the same housing market; and are in standard condition.
    - i. Application of this sufficient, comparable opportunities standard involves assessing the overall impact of HUD-assisted housing on the availability of housing choices for low-income minority families in and outside areas of minority concentration, and must take into account the extent to which the following factors are present, along with other factors relevant to housing choice:
      - ii. A significant number of assisted housing units are available outside areas of minority concentration.
      - iii. There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years, relative to the racial mix of the eligible population.
      - iv. There are racially integrated neighborhoods in the locality.
      - v. Programs are operated by the locality to assist minority families that wish to find housing outside areas of minority concentration.
      - vi. Minority families have benefited from local activities (e.g., acquisition and write-down of sites, tax relief programs for homeowners,



acquisitions of units for use as assisted housing units) undertaken to expand choice for minority families outside of areas of minority concentration.

vii. A significant proportion of minority households have been successful in finding units in non-minority areas under the tenant-based assistance programs.

f. Comparable housing opportunities have been made available outside areas of minority concentration through other programs.

i. Application of the overriding housing needs criterion, for example, permits approval of sites that are an integral part of an overall local strategy for the preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is demonstrably improving the economic character of the area (a revitalizing area). An overriding housing need, however, may not serve as the basis for determining that a site is acceptable, if the only reason the need cannot otherwise be feasibly met is that discrimination on the basis of race, color, religion, sex, national origin, age, familial status, or disability renders sites outside areas of minority concentration unavailable or if the use of this standard in recent years has had the effect of circumventing the obligation to provide housing choice.

ii. The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

iii. The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.

iv. The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.

v. Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers, must not be excessive.

#### **AFFIRMATIVE MARKETING:**

The Developer will actively market the units to segments of the population that might otherwise not apply for the available housing. For any homeownership or rental projects that have five or more HOME-assisted units, the Developer must comply with applicable provisions of 24 CFR 92.351(a)(1). Affirmative marketing of the units must continue throughout the affordability period.

#### **AMERICANS WITH DISABILITIES ACT (ADA) TITLE II:**

ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity.

#### **AGE DISCRIMINATION:**

The Age Discrimination in Employment Act of 1967 (ADEA) protects individuals who are forty years of age or older from employment discrimination based on age.

#### **CONFLICT OF INTEREST:**

No owner, developer, or sponsor of a project assisted with HOME funds. Whether private, for-profit, or non-profit (including CHDOs) may occupy a HOME assisted affordable housing unit in a project without the express written permission of the County. In addition, no officer, employee, agent, or consultant of the owner, developer, or sponsor may occupy a HOME assisted unit.

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

This Act, as amended, must be followed by the Developer. Mechanics and laborers employed on federally assisted construction projects are paid time and one-half for work in excess of forty hours per week and provides for the payment of liquidated damages where violations occur. All required safe and healthy working conditions identified in the Act must be followed.

#### **COPELAND (ANTI-KICKBACK) ACT (40 USC 276c):**

This act governs the deductions from the paychecks that are allowable. Under this law, it is a criminal offense to induce anyone employed on a federally assisted project to relinquish any compensation to which the employee is entitled and requires all contractors to submit weekly payrolls and statements of compliance.

#### **DAVIS BACON:**

In accordance with 24 CFR 92.354 (a), for construction or rehabilitation projects with twelve or more HOME-assisted units, the requirements of the Davis-Bacon Federal Labor Act (40 USC 276a-276a-5) must be followed. The Developer must agree to the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor under the Davis-Bacon Act. The Developer must also agree to contain these wage provisions in all contracts for construction for the project.

#### **EXECUTIVE ORDER 11063 AND 12259:**

Addresses equal opportunity in housing, and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

**EXECUTIVE ORDER 11246:**

The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin.

**FAIR LABOR STANDARDS ACT of 1938:**

This Act, as amended, establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half. Developers are also required to make the payment of wages for the entire time that an employee is required or permitted to work and established child labor standards.

**NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS OF THE  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT-EFFECTUATION OF  
TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964 PART 1:**

The purpose of Part 1 effectuates the provisions of Title VI of the Civil Rights Act of 1964 to that end no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).

**OMB CIRCULAR A-22 – COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS:**

Refers to “Cost Principles for Non-Profit Organizations” as stated in the Federal Register regarding allowable costs.

**SECTION 3:**

Created by Housing and Urban Development Act of 1968, Section 3 applies to public and Indian housing program, housing and community development programs, and other Federal and HUD assistance. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income person.

**SECTION 504 OF THE REHABILITATION ACT AND IMPLEMENTING REGULATIONS  
AT 24 CFR PART 8:**

Prohibits discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

**Subpart A, Section 92.2 of the HOME Final Rule:**

The Developer, if designated as a Community Development Organization (CHDO), shall meet the definition and requirements set forth by HUD.

## **TITLE II OF THE CIVIL RIGHTS ACT OF 1964:**

Title VII prohibits employment discrimination based on race, color, religion, sex, and national origin.

### **24 CFR 91.225: CERTIFICATIONS:**

A. General. The following certifications, satisfactory to HUD, must be included in the annual submission to HUD. (See definition of certification in 91.5.)

(1) Affirmatively furthering fair housing. Each jurisdiction is required to submit a certification that it will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

(2) Anti-displacement and relocation plan. Each jurisdiction is required to submit a certification that it has in effect and is following a residential ant displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG or HOME programs.

(3) Anti-lobbying. The jurisdiction must submit a certification with regard to compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

(4) Authority of jurisdiction. The jurisdiction must submit a certification that the consolidated plan is authorized under State and local law (as applicable) and that the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

(5) Consistency with plan. The jurisdiction must submit a certification that the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan. Where the HOPWA funds are to be received by a city that is the most populous unit of general local government in an EMSA, it must obtain and keep on file certifications of consistency from the authorized public officials for each other locality in the EMSA in which housing assistance is provided.

(6) Acquisition and relocation. The jurisdiction must submit a certification that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24.

(7) Section 3. The jurisdiction must submit a certification that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

(i) Community Development Block Grant program. For jurisdictions that seek funding under CDBG, the following certifications are required:

1. Citizen participation. Each jurisdiction must certify that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 91.105.

2. Community development plan. A certification that this consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the statute authorizing the CDBG program, as described in 24 CFR 570.2, and requirements of this part and 24 CFR part 570.

3. Following a plan. A certification that the jurisdiction is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

4. Use of funds. A certification that the jurisdiction has complied with the following criteria:

(8) With respect to activities expected to be assisted with CDBG funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The plan may also include CDBG-assisted activities that are certified to be designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs;

(9) The aggregate use of CDBG funds, including section 108 guaranteed loans, during a period specified by the jurisdiction, consisting of one, two, or three specific consecutive program years, shall principally benefit low- and moderate-income families in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period (see 24 CFR 570.3 for definition of CDBG funds); and

(10) The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

(11) Excessive force. A certification that the jurisdiction has adopted and is enforcing:

(i) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(ii) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(12) Compliance with anti-discrimination laws. The jurisdiction must submit a certification that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

(13) Compliance with lead-based paint procedures. The jurisdiction must submit a certification that its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.

(14) Compliance with laws. A certification that the jurisdiction will comply with applicable laws.

(i) Emergency Shelter Grant program. For jurisdictions that seek funding under the Emergency Shelter Grant program, the following certifications are required:

(ii) In the case of assistance involving major rehabilitation or conversion, the applicant will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for not less than a 10-year period;

(iii) In the case of assistance involving rehabilitation less than that covered under paragraph (d)(1) of this section, the applicant will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for not less than a three-year period;

(iv) In the case of assistance involving essential services (including but not limited to employment, health, drug abuse, or education) or maintenance, operation, insurance, utilities and furnishings, the applicant will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure as long as the same general population is served;

(v) Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary;

(vi) It will assist homeless individuals in obtaining appropriate supportive services, including permanent housing, medical and mental

health treatment, counseling, supervision, and other services essential for achieving independent living, and other Federal, State, local, and private assistance available for such individuals;

(vii) It will obtain matching amounts required under 576.71 of this title;

(viii) It will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operation of that shelter;

(ix) To the maximum extent practicable, it will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this program, in providing services assisted under the program, and in providing services for occupants of facilities assisted under the program; and

(x) It is following a current HUD-approved consolidated plan (or CHAS).

1. A certification that the jurisdiction has established a policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

a. (d) HOME program. Each participating jurisdiction must provide the following certifications:

b. If it plans to use HOME funds for tenant-based rental assistance, a certification that rental-based assistance is an essential element of its consolidated plan;

c. A certification that it is using and will use HOME funds for eligible activities and costs, as described in 92.205 through 92.209 of this subtitle and that it is not using and will not use HOME funds for prohibited activities, as described in 92.214 of this subtitle; and

(15) A certification that before committing funds to a project, the participating jurisdiction will evaluate the project in accordance with guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other federal assistance than is necessary to provide affordable housing.

(16) Housing Opportunities for Persons With AIDS. For jurisdictions that seek funding under the Housing Opportunities for Persons with AIDS program, a certification is required by the jurisdiction that:

(17) Activities funded under the program will meet urgent needs that are not being met by available public and private sources; and

(18) Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

(i) For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility; or

(ii) For a period of not less than three years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

#### **24 CFR 91.325: CERTIFICATIONS**

##### **A. General**

a. Affirmatively furthering fair housing. Each State is required to submit a certification that it will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the State, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard. (See 570.487(b)(2)(ii) of this title.)

b. Anti-displacement and relocation plan. The State is required to submit a certification that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG or HOME programs.

c. Anti-lobbying. The State must submit a certification with regard to compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

d. Authority of State. The State must submit a certification that the consolidated plan is authorized under State law and that the State possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

e. Consistency with plan. The State must submit a certification that the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

f. Acquisition and relocation. The State must submit a certification that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR part 24.



g. Section 3. The State must submit a certification that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

B. Community Development Block Grant program. For States that seek funding under CDBG, the following certifications are required:

a. Citizen participation. A certification that the State is following a detailed citizen participation plan that satisfies the requirements of 91.115, and that each unit of general local government that is receiving assistance from the State is following a detailed citizen participation plan that satisfies the requirements of 570.486 of this title.

b. Consultation with local governments. A certification that:

1. It has consulted with affected units of local government in the non-entitlement area of the State in determining the method of distribution of funding;

2. It engages or will engage in planning for community development activities;

3. It provides or will provide technical assistance to units of general local government in connection with community development programs;

4. It will not refuse to distribute funds to any unit of general local government on the basis of the particular eligible activity selected by the unit of general local government to meet its community development needs, except that a State is not prevented from establishing priorities in distributing funding on the basis of the activities selected; and

5. Each unit of general local government to be distributed funds will be required to identify its community development and housing needs, including the needs of the low-income and moderate-income families, and the activities to be undertaken to meet these needs.

c. Community development plan. A certification that this consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the statute authorizing the CDBG program, as described in 24 CFR 570.2, and requirements of this part and 24 CFR part 570.

d. Use of funds. A certification that the State has complied with the following criteria:

1. With respect to activities expected to be assisted with CDBG funds, the action plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The plan may also include CDBG-assisted activities that are certified to be

designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs;

2. The aggregate use of CDBG funds, including section 108 guaranteed loans, during a period specified by the State, consisting of one, two, or three specific consecutive program years, shall principally benefit low- and moderate-income families in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period (see 24 CFR 570.481 for definition of CDBG funds); and

3. The State will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than with CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds if the State certifies that it lacks CDBG funds to cover the assessment.

e. Compliance with anti-discrimination laws. A certification that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

f. Excessive force. A certification that the State will require units of general local government that receive CDBG funds to certify that they have adopted and are enforcing:

i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

ii. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

g. Compliance with laws. A certification that the State will comply with applicable laws.

C. Emergency Shelter Grant program. For States that seek funding under the Emergency Shelter Grant program, a certification is required by the State that it will ensure that its State recipients comply with the following criteria:

a. In the case of assistance involving major rehabilitation or conversion, it will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for not less than a 10-year period;

b. In the case of assistance involving rehabilitation less than that covered under paragraph (d)(1) of this section, it will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for not less than a three-year period;

c. In the case of assistance involving essential services (including but not limited to employment, health, drug abuse, or education) or maintenance, operation, insurance, utilities and furnishings, it will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure as long as the same general population is served;

d. Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary;

e. It will assist homeless individuals in obtaining appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living, and other Federal, State, local, and private assistance available for such individuals;

f. It will obtain matching amounts required under 576.71 of this title;

g. It will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operation of that shelter;

h. To the maximum extent practicable, it will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this program, in providing services assisted under the program, and in providing services for occupants of facilities assisted under the program; and

i. It is following a current HUD-approved consolidated plan.

j. A certification that the state has established a policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care, or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

D. HOME program. Each State must provide the following certifications:

a. If it plans to use program funds for tenant-based rental assistance, a certification that rental-based assistance is an essential element of its consolidated plan;

b. A certification that it is using and will use HOME funds for eligible activities and costs, as described in 92.205 through 92.209 of this subtitle and that it is not using and will not use HOME funds for prohibited activities, as described in 92.214 of this subtitle; and

c. A certification that before committing funds to a project, the State or its recipients will evaluate the project in accordance with guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other federal assistance than is necessary to provide affordable housing.

E. Housing Opportunities for Persons With AIDS. For States that seek funding under the Housing Opportunities for Persons with AIDS program, a certification is required by the State that:

a. Activities funded under the program will meet urgent needs that are not being met by available public and private sources; and

b. Any building or structure purchased, leased, rehabilitated, renovated, or converted with assistance under that program shall be operated for not less than 10 years specified in the plan, or for a period of not less than three years in cases involving non-substantial rehabilitation or repair of a building or structure.

#### **24 CFR 91.425: CERTIFICATIONS**

A. Consortium certifications

a. General

i. Affirmatively furthering fair housing. Each consortium must certify that it will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the area, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

ii. Anti-displacement and relocation plan. Each consortium must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the HOME or CDBG program.

iii. Anti-lobbying. The consortium must submit a certification with regard to compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

iv. Authority of consortium. The consortium must submit a certification that the consolidated plan is authorized under State and local

law (as applicable) and that the consortium possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

v. Consistency with plan. The consortium must certify that the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

vi. Acquisition and relocation. The consortium must certify that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24.

vii. Section 3. The consortium must certify that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

B. HOME program. The consortium must provide the following certifications:

a. If it plans to use HOME funds for tenant-based rental assistance, a certification that rental-based assistance is an essential element of its consolidated plan;

b. That it is using and will use HOME funds for eligible activities and costs, as described in 92.205 through 92.209 of this subtitle and that it is not using and will not use HOME funds for prohibited activities, as described in 92.214 of this subtitle; and


c. That before committing funds to a project, the consortium will evaluate the project in accordance with guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other federal assistance than is necessary to provide affordable housing.

C. CDBG entitlement community certifications.

a. A CDBG entitlement community that is a member of a consortium must submit the certifications required by 91.225 (a) and (b), and, if applicable, of 91.225 (c) and (d).

I, the undersigned, have read and fully agree to abide by all applicable HOME Requirements as referenced above.

HOUSING FOR HOMELESS, INC.

  
Rob Cramp, Executive Director

Date: 1/03/2023

**ATTACHMENT J**  
**DISCLOSURE FORM**

**FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF  
\$100,000 OR MORE**

**Summary of Form:** In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

**I. SECTION I.** Please answer yes or no to each statement below:

- YES / NO     I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.
- YES / NO     I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.
- YES / NO     I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

**II. SECTION II.** Please answer yes or no to the statement below:

YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

**III. SECTION III.** If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

**IV. SECTION IV.** If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online:

Name of Bidder/Grantee: \_\_\_\_\_

Mailing Address of Bidder/Grantee: \_\_\_\_\_

Value of the Contract/Grant or Gift: \_\_\_\_\_

Foreign Country of Concern or the Agency or other entity under the significant Control of such Foreign country of Concern: \_\_\_\_\_

Date of Termination of the contract or interest with the Foreign Country of Concern: \_\_\_\_\_

Date of Receipt of the Contract/Grant or Gift: \_\_\_\_\_

Name of the agent or controlled entity that is the source or interest holder: \_\_\_\_\_

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: \_\_\_\_\_

Name: ROB KRAM

Title: EXECUTIVE DIRECTOR

Date: 1/03/2023

STATE OF FLORIDA  
COUNTY OF BREVARD

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 3RD day of JANUARY, 2023, by (name of person making statement) ROBIN KRAM, ☒ who is personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

NOTARY SEAL



MARA LUCAS  
Notary Public  
State of Florida  
Comm# HH212941  
Expires 1/8/2026

Mara Lucas  
Notary Public - State of Florida  
My Commission Expires: 1.8.2026





# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.10.

3/21/2023

### Subject:

Approval: RE: Housing and Human Services Department Purchase Assistance Policy (HS-027) for the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnership Program

### Fiscal Impact:

FY 22/23 - There will be no impact to the General Fund

### Dept/Office:

Housing and Human Services Department

### Requested Action:

It is requested that the Board approve the attached changes and updates to the Housing and Human Services Department Purchase Assistance Policy (HS-027) for the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnership Program.

### Summary Explanation and Background:

Brevard County, Florida receives federal funding from the U.S. Department of Housing and Urban Development (HUD) through the HOME Investment Partnerships Program (HOME) to support affordable housing and community development initiatives serving low-and moderate-income individuals in the community. Brevard County utilizes a portion of HOME funding for a Purchase Assistance Program (First Time Homebuyer).

Additionally, the Board of County Commissioners identified American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) to support Affordable / Workforce Housing on October 25, 2022. Per U.S. Treasury guidance on using SLFRF for affordable housing (

<https://home.treasury.gov/system/files/136/Affordable-Housing-How-To-Guide.pdf>), there are two ways that expenditures can be presumptively eligible:

1. The project must meet the core requirements of a federal housing program, such as HOME which allows assistance to families up to 80% of Area Median Income (AMI) which is currently \$64,950 for a family of four, or
2. funds used for affordable rental housing are presumptively eligible if the units funded serve households at or below 65% of AMI (\$47,190 for a family of four) for a period of 20 years or greater.

Due to these requirements, the expenditure timeline of SLFRF, and recognizing already existing processes, the most efficient and impactful use of the allocated SLFRF funds would be to augment the Purchase Assistance Program.

The Board of County Commissioners last reviewed and approved updates to the Purchase Assistance Policy (HS-027) on April 25, 2017. This policy update is designed to improve efficiency for prospective homeowners

and internal operations with additions to definitions, correction of scrivener's errors, and other changes to facilitate the operation of the program. Additionally, the eligible household assistance levels have been updated to reflect changes in the housing market:

- Housing costs have increased 32.2% from May 2017 (month following last adopted changes) to January 2023 per the Median Listing Price in Brevard County, FL from the Federal Reserve Economic Data (FRED) from the Federal Reserve Bank of St. Louis (<https://fred.stlouisfed.org/series/MEDLISPRI12009>).

Attached for review are a strike-through copy of the changes and a clean copy.

## **Clerk to the Board Instructions:**

None

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b>		<b>2. Amount:</b>	
<b>3. Fund/Account #:</b>		<b>4. Department Name:</b> Housing & Human Serv.	
<b>5. Contract Description:</b> Purchase Assistance Program Policy for Home Investment Partnership (HOME) - HS-27			
<b>6. Contract Monitor:</b>		<b>8. Contract Type:</b>	
<b>7. Dept/Office Director:</b> Housing & Human Serv., Ian Golden, Director		INTERGOVT/LOCAL	
<b>9. Type of Procurement:</b> Other			

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

### APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	Golden, Ian <small>Digitally signed by Golden, Ian Date: 2023.03.02 15:59:06 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Behl-Hill, Louise <small>Digitally signed by Behl-Hill, Louise Date: 2023.03.13 11:31:01 -04'00'</small>

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b>		<b>2. Amount:</b>	
<b>3. Fund/Account #:</b>		<b>4. Department Name:</b> Housing & Human Serv.	
<b>5. Contract Description:</b> Purchase Assistance Program Policy for Home Investment Partnership (HOME) - HS-27			
<b>6. Contract Monitor:</b>		<b>8. Contract Type:</b>	
<b>7. Dept/Office Director:</b> Housing & Human Serv., Ian Golden, Director		INTERGOVT/LOCAL	
<b>9. Type of Procurement:</b> Other			

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

#### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

### SECTION III - REVIEW AND APPROVAL TO EXECUTE

#### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Golden, Ian <small>Digitally signed by Golden, Ian Date: 2023.03.02 15:59:08 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Summer &amp; Wyllie-Vitt, Summer</i> <small>Digitally signed by Wyllie-Vitt, Summer Date: 2023.03.08 13:35:08 -05'00'</small>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



BOARD OF COUNTY COMMISSIONERS

**Housing and Human Services**

2725 Judge Fran Jamieson Way

Building B, Suite 106

Viera, Florida 32940

**HOUSING AND HUMAN SERVICES DEPARTMENTAL POLICY**

**TITLE:** Brevard County Purchase Assistance Program Policy  
Home Investment Partnership (HOME)

**NUMBER:** HS-27

**CANCELS:** April 25, 2017

**APPROVED:**

**ORIGINATOR:** Housing and Human Services Department

**REVIEW:** As needed.

**I. OBJECTIVE**

This policy is designed to be utilized by the Housing & Human Services Department to implement the Purchasing Assistance Program as approved HOME Investment Partnership Program administered by HUD (U. S. Department of Housing and Urban Development).

These funds are to provide down payment and closing cost assistance to eligible applicants. The income of the eligible applicants must be below 80% of the median income in Brevard County. Assistance provided is in the form of a deferred loan whereby a lien is attached to the property for 10 to 15 years depending upon the amount of assistance at zero percent interest. The policy identifies authority levels for approval and eligibility restrictions, which may exceed federal and state requirements.

**II. DEFINITIONS AND REFERENCES**

- A. Titles I and II of the Cranston-Gonzales National Affordable Housing Act, Public Law 101-625, HOME Investment Partnership Program.
- B. 24 CFR Part 92, regulations, HOME Investment Partnerships Program.
- C. Procurement Policy, BCC-25 - Policy approved by the Board of County Commissioners establishing a procurement policy in accordance with Florida Statute.

- D. Appeal Procedure - Established procedure and Departmental Policy by which an applicant may make a complaint or appeal a decision made by the Housing and Human Services Department.
- E. Applicant - A person or household who submits a signed and completed Housing and Human Services Department application for assistance.
- F. AMI - Area Median Income - Means the median family income in Brevard County, Florida, adjusted for family size, as published annually by the U.S. Department of Housing and Urban Development.
- G. Assets - Assets are defined by Section 8 regulations 24 CFR Part 5 Subpart F 5.603(b). Actual or "imputed" income from assets is included in projected annual income.
- H. Debt - Any obligation that will hinder the Household's monthly mortgage payment, to include but not be limited to child care, car payments, loans, and child support.
- I. Default - A default shall be the occurrence of any of the following events, and upon that occurrence the Lender may, at the Lender's option, declare all sums secured by the Mortgage to be immediately due and payable.
  - a. Nonperformance by the Applicant or Borrower of any covenant, agreement, term or condition of the Mortgage, or of the Note, or of any other agreement made by the Applicant or Borrower with the Housing and Human Services Department in connection with such indebtedness, after the Applicant or Borrower has been given due notice, as described hereafter, by the Housing and Human Services Department of such nonperformance;
  - b. Failure of the Applicant or Borrower to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of the Mortgage;
  - c. The Housing and Human Services Department's discovery of the Applicant or Borrower's failure in any application of the Applicant or Borrower to the Housing and Human Services Department to disclose any fact deemed by the Housing and Human Services Department to be material, or the making therein, or in any of the agreements entered into by the Applicant or Borrower with the Housing and Human Services Department (including, but not limited to, the Note and Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Applicant or Borrower; and
  - d. If property does not remain the principal residence of the Applicant or Borrower, or if all or any part of the property or an interest therein is rented, leased, sold or transferred by the Applicant or Borrower.

- J. Deferred Loan - A no-interest loan to an eligible Household that is forgiven without repayment upon satisfaction of all requirements of the Household's agreement with Brevard County. The Household has an option to repay the loan at any time within the 10 to 15-year lien period without penalties and interest accrual, assuming the loan is not in default at any time. Defaulted loans may be subject to interest penalties.
- K. Department - Housing and Human Services Department.
- L. Eligible Sponsor - A non-profit organization meeting the selection criteria set forth by the Brevard County Housing and Human Services Department who executes a contract to provide services to the Purchase Assistance Program.
- M. Fair Housing - Requirements for non-discrimination based on race, color, sex, disability, religion, familial status, or national origin in accordance with Federal Regulations found at 24 CFR 100-146 and State Law FS760.

N. First Time Homebuyer - A first-time homebuyer is an individual who meets any of the followingthe criteria as defined in 24 CFR 93.2:

- An individual and his or her spouse who have not owned a home during the 3-year period prior to purchase of a home with assistance under this part.
- an individual who is a displaced homemaker or single parent, as those terms are defined in 24 CFR 93.2.
- ~~A household that has not owned a home during the last three-year period immediately prior to purchase with Purchase Assistance funds, with exception of a person determined to be a displaced homemaker, single parent, or currently owns a substandard unit that cannot be reconstructed on site.~~

(For the purpose of the program a "Home" is considered a conventional home, condominium, or townhouse, or modular home.)

N.O. General Property Improvements - These improvements include rehabilitation items that are not corrections of health and safety violations, but are improvements that place the unit in a readily maintainable condition.

P. HOME - Home Investment Partnership Program administered by the U. S. Department of Housing and Urban Development.

O.Q. Housing Counselor - A housing counselor is a professional who provides advice and guidance to individuals and households in order to assist them in improving their housing situation, and meeting the responsibilities of tenancy and homeownership.

P.R. Household - "Household" includes all dwelling occupants to include, friends, legal spouse, children and relatives. Occupants not claiming the applicant dwelling as their primary residence should not be included in determination of eligibility if primary residency can be verified outside of the applicant's household for a period of six months or greater prior to the application and the occupant is not a signatory on any deed or mortgage associated with the applicant dwelling.

- If the co-signor is not a spouse, and can document his/her residence at another location, then his/her income is not calculated, however, he/she must sign the security instrument with the County.

S. HUD - U.S. Department of Housing and Urban Development.

S.T. HUD-Approved Housing Counseling Agency- A HUD-approved housing counseling agency is a private and/or public nonprofit organizations that areis exempt from taxation under section 501(a) pursuant to section 501(c) of the Internal Revenue Code of 1996, 26 U.S.C. 501(a) and 501(c)), and approved by HUD, in accordance with this Handbook and 24 CFR 5 214, to provide housing counseling services to clients directly, or through their affiliates or branches, and which meet the requirements set forth in this part.

T.U. Income - Projected annual income established in compliance with HOME regulations, specifically established at 24 CFR Part 5.609.

U.V. Liquid Assets - Liquid assets are those in the possession of the household seeking assistance, which can readily and promptly be turned into cash. Examples include, but are not limited to: Checking Accounts, Savings Accounts, Certificates of Deposit, Treasury Bonds, Money Market Funds, or Savings Bonds. Not included in the liquid asset calculation are funds not readily accessible or specifically resulting from lump sum pension distributions, or other 401K/IRA-type retirement fund accounts designed to enhance social security benefits. Applicant must provide documentation from fund management institution of identification of these assets as intended retirement enhancement funding.

V.W. Minimum Property Standards - Minimum Property Standards establish certain minimum standards for buildings constructed under various HUD programs. The Standards include specific requirements for the durability of such items as doors, windows, painting and wall coverings, kitchen cabinets, and carpeting. The standards ensure that the value of the home is not reduced by the deterioration of these components. (HUD Handbook 4910.1).

X. Modular home - Defined as a dwelling which meets the certification process specified in Section 553, Part IV, Florida Statutes and meets the local Building Department code for modular housing. The modular home must have an approved device or seal issued by the Department of Community Affairs.

W.Y. Pre-Purchase Housing Counseling– HUD Rule (12 U.S.C. 1701x(e)) establishes



that HOME-assisted buyers receive counseling from HUD certified counselors employed by -HUD-approved Housing Counseling agencies.

Z. Principal Residence - The Household must utilize the property as their primary residence, as established by eligibility for the State Department of Revenue Property Tax Homestead Exemption. The household may not vacate the unit for more than 120 consecutive days in any one calendar year for any reason, other than a hospital or nursing home stay.

X-AA. Qualified Mortgage: To ensure responsible lending, the senior Mortgage must be a Qualified Mortgage under the requirements from the Consumer Financial Protection Financial Bureau (CFPB) outlined in 12 CFR 1026.43(e). Qualified Mortgages, among other features, limit total points and lender fees to reasonable levels. Qualified Mortgages also strictly limit pre-payment penalties and contain many other features intended to protect consumers.

Y-BB. Rehabilitation - All HOME assisted units must meet, at a minimum, the Standard Housing Code approved by Brevard County and the Program's written rehabilitation standards. Properties must meet local codes, including zoning regulations.

Z-CC. Standard Housing Code - Minimum standards for basic equipment and facilities for all buildings intended for occupancy by owner-occupants. Adopted standards are prepared by HUD: Housing Quality Standards and the Southern Building Code Congress International, Inc. and adopted by the Board of County Commissioners. This is also the minimum standard for rehabilitation performed with HOME Program Funds.

AA-DD. Subordination - the process of placing, ranking, or positioning a mortgage as secondary to the primary mortgage. The Purchase Assistance Program will remain in second or third position.

EE. Satisfaction - a document recorded with the Clerk of Court removing lien(s) from the property.

BB-FF. Underwriting - Determining a borrower's ability and willingness to repay a mortgage debt to limit the probability of default and collection actions, and examine the property offered as security to determine if it is sufficient collateral.

### **III. DIRECTIVES**

#### **A. Program Administration**

The Brevard County Housing and Human Services Department shall be responsible for the administration and monitoring of the Purchase Assistance Program. At the discretion of the Department, an eligible Sponsor may be selected based upon criteria outlined in Brevard County's Board of County Commissioner approved Citizen Participation Plan.

## B. Eligibility

1. Must be a first-time homebuyer as defined by 24 CFR Part 93.2~~Florida Statute 420.907~~.
2. Applicants must submit a signed and dated application provided by the Housing and Human Services Department. Income eligibility must be verified based on the regulations of the applicable funding source (HOME, CDBG, etc.) and BOCC approved policies. As funds become available, applicants will be asked to confirm completion of the Purchase Assistance Program Workshop.
3. The applicant must meet income guidelines of no more than ~~420~~80% of the Brevard County Metropolitan Statistical Area (MSA) median income as provided annually by U.S. Department of Housing and~~&~~ Urban Development~~or the Florida Housing Finance Corporation~~.
4. The applicant must occupy residence as a principal residence for the affordability period (as defined by 24 CFR 92.254(a)(4)) of 10 to 15 years and specified as in outlined in Section III G.2.
5. The applicant must attend the ~~Purchase Assistance~~Pre-Purchasing Counseling Workshop and receive a Certification within one year prior to closing.
6. The applicant may not receive assistance from another down payment assistance program except the Florida Housing Finance Corporation or Brevard County Housing Finance Authority whereby the Department would take a junior mortgage position. ~~However, in consideration of escalating housing costs very low and low income applicants may utilize the Florida Housing Finance Corporation's Assistance Program(s) in conjunction with the Department's Program~~. Other assistance programs authorized by an instrument of government may be considered by the Department. In these situations, third position ~~can~~may be taken when funds are approved by the Brevard County Board of County Commissioners. The Purchase Assistance Program must only be used to subsidize the remainder of the assistance needed to qualify applicants at the established affordability ratios. At no time will an applicant exceed the maximum amount of assistance determined by the Income Certification and allowed by the applicable state or federal rule(s).
7. Federal Housing Administration, Veterans Administration and Fannie Mae underwriting guidelines will be utilized when determining debt-to-income ratios. Brevard County will utilize the definition of "Affordable" provided in Chapter 420, Florida Statutes, State Housing Initiatives Partnership Program that states:

"... monthly rents or 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... 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."

8. If Household is disqualified due to being over-income, the disqualification period will be 6 months from day of notice. At that time, the applicant/household may re-apply when the Program is open to new applicants.
9. The Household's liquid assets may not exceed ~~\$8,000~~ 15,000. Liquid assets are defined as, but not limited to: savings accounts, checking accounts, certificates of deposit, treasury bonds, money market funds, savings bonds, etc.
10. Ineligible Applicants will be counseled on the Department approved Appeal Procedure.
11. Applicants determined to be ineligible due to falsification of application will be disqualified from the Program for two years.
12. Applicants may be assisted only one time for the Purchase Assistance Program.

#### C. ELIGIBLE PROPERTY

1. Property must be located within Brevard County.
2. Property must be owner occupied or vacant.
3. New or existing property may not exceed Maximum Purchase Price limits established by the U.S. Department of Housing and Urban Development.
4. Property can be a house, townhouse, condominium, modular home or other type of dwelling that can be conveyed by title to be separate from other attached units. Owner association fees must be added to the mortgage payment when determining the final monthly payment.
5. Property and dwelling must meet the Standard Housing Code, Housing Quality Standards and/or any Department approved standards that may exceed the above-listed standards.

#### D. INELIGIBLE PROPERTY

1. Manufactured homes or mobile homes are ineligible for the program.
2. Property with a resident renter will be deemed ineligible for assistance.

#### E. FUNDING ALLOCATION

The Purchase Assistance Program is designed to increase the level of affordable home ownership for very low (0-50% AMI), and low (51-80% AMI), ~~and moderate (81-120% AMI)~~ income households. Funding for the program is allocated by HOME. The HOME Program regulations require all agencies receiving monies use Section 8 program income definitions and guidelines.

#### F. MARKETING

Brevard County will take affirmative marketing steps to provide information and attract eligible persons from all racial, ethnic, and gender groups. A wide range of marketing strategies will be implemented to ensure that eligible persons living County-wide have a reasonable opportunity to be informed about the Purchase Assistance program opportunities being carried out by Brevard County.

On an annual basis, the County will review its marketing efforts to assess strategy effectiveness.

#### G. AVAILABLE ASSISTANCE

1. At no time will an applicant exceed the maximum amount of assistance determined by the Income Certification and allowed by the applicable state or federal rule(s).

INCOME LEVER	ASSISTANCE	LIEN TERMS
0-50% Median Income	<del>\$15,001-</del> <del>\$25,000</del> <u>\$1,000 -</u> <u>\$33,000</u>	15-year forgivable mortgage
51-80% Median Income	<del>\$8,001-</del> <del>\$15,000</del> <u>\$1,000 -</u> <u>\$20,000</u>	10-year forgivable mortgage

2. Lien terms will be determined by total amount of assistance provided. Assistance may not exceed 35% of the purchase price of the home including the cost of land.

LIEN PERIOD	ASSISTANCE AMOUNT	INCOME LEVEL	ANNUAL DEPRECIATION
10 Years	Up to <del>\$15,000</del> <u>\$20,000</u>	<del>Very Low Income</del> <del>Low Income</del>	1/10 of Loan Amount

15 Years	Over \$15,00020,000	<del>Very Low Income</del> <del>Low Income</del>	1/15 of Loan Amount
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#### H. LOAN ASSISTANCE

0% to 80% Median Income Level - assistance provided is in the form of a deferred loan at a zero percent interest rate. The loan must be repaid in full in accordance with the BOCC approved recapture guidelines when the unit is sold, transferred, or is no longer the principal residence of the applicant or spouse during the affordability period. The repayment funds will be utilized to assist other purchase assistance applicants. Future assistance from any of the Department's programs is prohibited until any outstanding debt is paid or the default is cured.

#### I. APPLICANT'S CASH OBLIGATION

The assistance offered through the Purchase Assistance Program will help families who do not have enough money for down payment and closing cost expenses to purchase homes. Households who are 0% to 50% of median income must provide a minimum of \$500 of their own funds for down payment and closing costs. Households 51% to 120% of median income must provide a minimum of \$1,000 for down payment or closing costs.

#### J. INTAKE/ASSESSMENT

Eligible applicants are processed in a first qualified, first served basis. Complete application packages are reviewed for initial income and asset eligibility, which may include credit report review and preliminary review of debt ratios.

#### K. ~~HOUSING COUNSELING~~PRE-PURCHASE COUNSELING/HOME BUYER WORKSHOP

1. Attendance and completion of the designated Brevard County ~~Purchase Assistance~~Pre-Purchase Counseling Workshop is mandatory. Applicants not fulfilling this requirement will not be eligible to receive funds under this Program. The course is designed to educate the applicant on the program's rules and regulations and all aspects of home ownership, fair housing, and post purchase counseling.
2. Applicants attending the ~~Pre-Purchase Counseling~~Homebuyer Training Workshop who have special needs/requests must notify the Housing and Human Services Department office or designee 48 hours in advance.
3. The guidelines, procedures, and policies are available upon request from the Housing and Human Services Department to all interested eligible sponsor applicants, including the process for selection.

#### L. SELECTION OF HOUSE/INSPECTION

Once the applicant has completed the ~~Purchase Assistance~~Pre-Purchase Counseling Workshop, all of the pending information is verified, and the applicant has been notified of funding availability, the applicant is ready to begin the search for a house. If the applicant decides to build or purchase an existing unit, he/she can do so as long as the property is in Brevard County. The total sales price may not exceed the amount determined by the counselor or Eligible Sponsor, and if necessary, the seller must execute a Brevard County provided addendum to the contract. The inspection must include a determination of what repairs or improvements are needed to ~~be in compliance with~~follow Standard Housing Code Standards. Inspection of the property will only be performed if all utilities are turned on. The roof must have a minimum five-year life expectancy determined by County approved Inspection and be in working order.

1. New Construction - If the house has been constructed within the last 12 months, a copy of the certificate of occupancy (CO) is required and must be received by the Housing and Human Services office before closing and prior to assistance being provided, a County approved inspection may still be required.
2. Existing Unit - If the house is an existing unit, the home is required to be inspected by the Department or designee to determine that the house meets the Standard Housing Code Standards.
3. Inspection Process - Additional inspection(s) above the County's required inspection of the home is the responsibility of the homebuyer.

#### M. AGREEMENT

- A. Approval of Mortgage - Upon approval of the first mortgage by the primary lending institution, the applicant shall sign an agreement that stipulates the rules and regulations governing the assistance, recapture restrictions, and/or transfer of property.
- B. All eligible applicants must demonstrate adequate insurance coverage including flood insurance, if so required, for the duration of the lien.
- C. The requirements within a commitment letter will be later bound by eligible a mortgage lien placed on the property. The mortgage shall not incur interest, if no default occurs.
- D. The length of the mortgage period is determined by the total amount of funding used for down payment and closing cost assistance.
- E. Death of the Borrower - Housing Client as used herein shall mean the Borrower. Upon the death of the Borrower during the mortgage period, the mortgage balance shall become due in full, unless at the time of the borrower's death an eligible spouse or family member desires to reside in

the home (family member includes domestic partner, provided that the individual can establish proof of residency in the home for a period of at least six months prior to the death of the Borrower).

a. If an eligible family member wishes to assume the existing mortgage, the family member shall have 180 days to make a written request to the Director of the Housing and Human Services Department to assume all of the obligations specified in the Borrower's mortgage. If a written request to assume the mortgage is not made within 180 days, Brevard County shall declare the Borrower's estate to be in default, and will require repayment of the mortgage balance. Repayment shall occur within ninety days of the declaration of default, or at the time the property is refinanced, sold or transferred, whichever is soonest.

b. However, if within 180 days an eligible family member submits a written request to the County to assume the mortgage, the family member must demonstrate proof of legal title to the property and meet the current income and assets qualifications of Brevard County.

i. If the property does not have to undergo Probate, the family member shall have ninety days to assume the mortgage. If ninety days pass and the family member has not assumed the mortgage and note, Brevard County shall declare a default and will require repayment of the mortgage balance. Repayment shall occur within ninety days of the declaration of default, or at the time the property is refinanced, sold or transferred, whichever is soonest.

ii. If the property must undergo Probate, the family member shall have ninety days from the date of acquiring clear title to the property, and have been determined income-eligible by the County, to assume the mortgage. If ninety days pass and the family member has not assumed the mortgage and note, Brevard County shall declare a default and will require repayment of the mortgage balance. Repayment shall occur within ninety days of the declaration of default, or at the time the property is refinanced, sold or transferred, whichever is soonest.

F. Default of the Borrower - In the event the County declares a default and ninety days pass without repayment to the County, the following shall occur: (a) the mortgage balance shall be frozen at the balance in place on the date of the Borrower's death; (b) the mortgage balance will cease to depreciate at the annual rate; and, (c) interest shall accrue at 5% per annum. Provided, however, that accrued interest plus the mortgage balance at the time of the Borrower's death shall not exceed the amount of the Mortgage Note last executed by the Borrower. The lien will continue against the property until repayment plus interest is satisfied.

- G. No mortgage is considered satisfied until a Satisfaction of Mortgage is recorded with the Clerk of Courts by the Housing and Human Services Department.
- N. TYPES OF PRIMARY LOANS or QUALIFIED MORTGAGES and LOAN UNDERWRITING EXPECTATIONSMORTGAGES
- Underwriting for a loan or mortgage reevaluates the riskiness of a proposed deal or agreement. For a lender, the risk is of default or non-payment. The underwriter assesses income, liabilities (debt), savings, credit history, credit score, and more depending on an individual's financial circumstances. Mortgage underwriting typically has a "turn time" of a week or less.
1. FHA, VA, Conventional, Habitat for Humanity or other, fixed rate, 20, 25, or 30-year Qualified mortgages under the requirements of the Consumer Finance Protection Bureau (CFPB) outlined at 12 CFR 1026.43(e) are eligible for assistance in the Purchase Assistance Program.
  2. Lease-Purchase, Owner-Financed, or Adjustable Rate Mortgages are not allowed for use by a Purchase Assistance applicant participating in this Program.
  3. Mortgages will be evaluated by the Eligible Sponsor and/or Department staff for affordability. A maximum of two points in Origination Fees and Discount Fees are allowable. Case by case consideration will be given when assistance is leveraged with Florida Housing Finance Corporation, Brevard Housing Finance Authority programs or the client is extremely low/very low income. Interest rates in excess of one percentage point above the average mortgage rate will be returned to the originating mortgage lender for re-negotiation of rate and may be subject to rejection of assistance to the applicant.
  4. Total closing costs (excluding pre-paid charges) charged to the buyer may not exceed 5% of the loan amount.
  5. Interest rates must be competitive and must not be a "Higher Priced" loan as defined by the Consumer Financial Protection Bureau (CFPB). Higher priced loans are those that exceed the Average Prime Offer Rate by more than 1.5% as of the date of the loan's rate lock.
  - 4.6. Lending products should be fully amortizing 30-year fixed rate loans. Certain buyers may prefer a 15-year loan, and the Participating Jurisdiction will only consider such loans on an exception basis if it determines that the buyer's payment is sustainable and that the use of a shorter-term product does not require additional HOME assistance compared to a 30-year loan.
- O. SETTLEMENT OR CLOSING



1. Once the loan for the first mortgage is approved and all pre-closing repairs have been completed, the closing agent must provide a Settlement Statement (HUD-1) prior to the closing date (copy of the appraisal report and notification of Brevard County named as Loss Payee on hazard insurance and/or flood insurance must be received before check can be issued). The Eligible Sponsor or Department staff will prepare the second mortgage and provide it to the closing agent on the settlement date. The second mortgage will contain the total amount for down payment and closing costs.

If using a sponsor, files must be forwarded to the County within 90 days of closeout.

2. The documents are to be recorded and certified by the closing agent through the Clerk to the Circuit Court.

#### P. SUBORDINATION OF COUNTY LIENS

1. A borrower requesting a subordination of the County's lien must make this request in writing, indicating the reason for the request. The County Manager or Designee must authorize any subordination requested. Staff will identify for the County Manager or Designee, the current status of the County's equity position, and the equity position if the subordination request is approved.
2. Requests, which include the receipt of cash from the refinancing transaction, will not be considered.
3. Requests that increase the affordability of the housing unit or assist a household with catastrophic medical expenses (for the lien holder or relative of the lien holder) not associated with consumer debt, shall be considered.
4. Applicants must not be in default of the County mortgage.
5. The Homeowner may be charged any recording fees necessary for the subordination.
6. Homeowners assisted under previous versions of this policy with total assistance amounts (prior to application of forgiveness) less than \$11,00020,000 and lien terms exceeding 15-those defined in Section III.G.2 years may be satisfied upon requestmay have, upon request, their lien terms adjusted to match those in current policy.

#### Q. SATISFACTION OF MORTGAGE

1. Upon satisfactory completion of the lien terms, a Satisfaction of Mortgage will be completed by the Department on behalf of the Board of County

Commissioners and filed with the clerk of the court after review of the County Attorney and approval of the County Manager or Designee. The original Satisfaction of Mortgage will be mailed to the borrower.

2. A Homeowner seeking a satisfaction which includes a short payoff request (less than the total amount owed on the County's lien) must make this request in writing, indicating the reason for the request. Staff will identify for the County Manager or Designee, the current status of the County's equity position and any other applicable grant requirements. If all grant conditions are met and the reason for the request is acceptable, the County will accepted as its payoff, an equal percentage as that being accepted by the First Mortgage Holder (i.e., First Mortgage Holder has a Lien of \$100,000 and accepts 50% or \$50,000; Brevard County has a lien of \$40,000 and accepts 50% or \$20,000).
3. If the First Mortgage Holder is a Federal or State lending entity (i.e., Freddie Mac, Fannie Mae, Federal Housing Authority (FHA), VA Administration, Florida Housing Finance Corporation etc.) and its guidelines set a maximum allowable payoff, The County will accept the maximum allowable payoff for satisfactory completion of the County's lien. In cases where multiple Federal or State Lending entities have an interest in the property, the County will take an equal share of the maximum allowable payoff ( i.e., FHA \$6,000; VA \$6,000 and Brevard County \$6,000).

#### R. FOLLOW-UP

Annually a sampling of case files will be pulled for monitoring. ~~Certified letters will be sent to the applicants pulled requesting proof of residency (i.e. utility bill in their name). Also, t~~The local property appraiser's site will be checked to ensure that the client is listed as owner and has a Florida Homestead exemption showing it as the primary residence. If the ~~applicant fails to return the requested information or the~~ property appraiser's site does not list the client as owner and with an approved Florida Homestead exemption, the Homeowner will be sent a certified letter requesting proof of residency. Failure to comply will result in consultation with the County Attorney's office ~~will be contacted for legal direction to~~ determine remedies up to and including foreclosure.

#### S. REQUEST FOR DETERMINATION

When a request is received concerning the status of an existing mortgage lien, whether for purposes of subordination, satisfaction, bankruptcy, or other similar purpose, the Housing and Human Services Department will evaluate the mortgage lien and adopt the current, approved policy. This action may result in amortization of mortgage balance, reduction of lien term, or satisfaction of mortgage.

## T. UNDERWRITING

### Primary Loan Expectations

In order to ensure that home buyers receive quality loans that are sustainable over time, any buyer receiving HOME assistance toward their down payment receive a senior loan or first mortgage containing the following criteria:

1. The loan must be a "Qualified Mortgage" under the requirements of the Consumer Financial Protection Bureau (CFPB) as outlined in 12 CFR 1026.43(e). Qualified Mortgages, among other features, limit total points and lender fees to reasonable levels. Qualified Mortgages also strictly limit pre-payment penalties and contain additional features intended to protect the consumer.
2. Interest rates must be competitive and must NOT be a higher priced loan as defined by the Consumer Financial Protection Bureau (CFPB). Loans that exceed the Average Prime Rate by more than 1.5% from the date of the loan rate lock are considered higher priced.
3. First Mortgage Loans should be fully amortizing 30-year fixed rate loans.
- 4.4. Loans must generally allow loan to value (LTV) ratios of at least 95%. While assisted buyers are not required to be approved for loan amounts equal to 95% of the purchase price, buyers who use more restrictive lending products (such as those limiting the LTV to 80%) will not receive HOME assistance toward their purchase if they can otherwise afford the monthly payment on a larger loan. Buyers should obtain the largest loan they can reasonably afford, and not be subsidized heavily just to avoid mortgage insurance on higher LTV lending products.

## **IV. RESERVATION OF AUTHORITY**

The authority to issue or revise this Policy is reserved by the Chairman of the Brevard County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

Curt SmithRita Pritchett, Chair

As approved by the Board on \_\_\_\_\_.

ATTEST:

~~Scott Ellis~~ Rachel Sadoff, Clerk of Court



BOARD OF COUNTY COMMISSIONERS

## Housing and Human Services

2725 Judge Fran Jamieson Way

Building B, Suite 106

Viera, Florida 32940

### HOUSING AND HUMAN SERVICES DEPARTMENTAL POLICY

**TITLE:** Brevard County Purchase Assistance Program Policy  
Home Investment Partnership (HOME)

**NUMBER:** HS-27

**CANCELS:** April 25, 2017

**APPROVED:**

**ORIGINATOR:** Housing and Human Services Department

**REVIEW:** As needed.

#### I. OBJECTIVE

This policy is designed to be utilized by the Housing & Human Services Department to implement the Purchasing Assistance Program as approved HOME Investment Partnership Program administered by HUD (U. S. Department of Housing and Urban Development).

These funds are to provide down payment and closing cost assistance to eligible applicants. The income of the eligible applicants must be below 80% of the median income in Brevard County. Assistance provided is in the form of a deferred loan whereby a lien is attached to the property for 10 to 15 years depending upon the amount of assistance at zero percent interest. The policy identifies authority levels for approval and eligibility restrictions, which may exceed federal and state requirements.

#### II. DEFINITIONS AND REFERENCES

- A. Titles I and II of the Cranston-Gonzales National Affordable Housing Act, Public Law 101-625, HOME Investment Partnership Program.
- B. 24 CFR Part 92, regulations, HOME Investment Partnerships Program.
- C. Procurement Policy, BCC-25 - Policy approved by the Board of County Commissioners establishing a procurement policy in accordance with Florida Statute.

- D. Appeal Procedure - Established procedure and Departmental Policy by which an applicant may make a complaint or appeal a decision made by the Housing and Human Services Department.
- E. Applicant - A person or household who submits a signed and completed Housing and Human Services Department application for assistance.
- F. AMI - Area Median Income - Means the median family income in Brevard County, Florida, adjusted for family size, as published annually by the U.S. Department of Housing and Urban Development.
- G. Assets - Assets are defined by Section 8 regulations 24 CFR Part 5 Subpart F 5.603(b). Actual or "imputed" income from assets is included in projected annual income.
- H. Debt - Any obligation that will hinder the Household's monthly mortgage payment, to include but not be limited to child care, car payments, loans, and child support.
- I. Default - A default shall be the occurrence of any of the following events, and upon that occurrence the Lender may, at the Lender's option, declare all sums secured by the Mortgage to be immediately due and payable.
  - a. Nonperformance by the Applicant or Borrower of any covenant, agreement, term or condition of the Mortgage, or of the Note, or of any other agreement made by the Applicant or Borrower with the Housing and Human Services Department in connection with such indebtedness, after the Applicant or Borrower has been given due notice, as described hereafter, by the Housing and Human Services Department of such nonperformance;
  - b. Failure of the Applicant or Borrower to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of the Mortgage;
  - c. The Housing and Human Services Department's discovery of the Applicant or Borrower's failure in any application of the Applicant or Borrower to the Housing and Human Services Department to disclose any fact deemed by the Housing and Human Services Department to be material, or the making therein, or in any of the agreements entered into by the Applicant or Borrower with the Housing and Human Services Department (including, but not limited to, the Note and Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Applicant or Borrower; and
  - d. If property does not remain the principal residence of the Applicant or Borrower, or if all or any part of the property or an interest therein is rented, leased, sold or transferred by the Applicant or Borrower.

- J. Deferred Loan - A no-interest loan to an eligible Household that is forgiven without repayment upon satisfaction of all requirements of the Household's agreement with Brevard County. The Household has an option to repay the loan at any time within the 10 to 15-year lien period without penalties and interest accrual, assuming the loan is not in default at any time. Defaulted loans may be subject to interest penalties.
- K. Department - Housing and Human Services Department.
- L. Eligible Sponsor - A non-profit organization meeting the selection criteria set forth by the Brevard County Housing and Human Services Department who executes a contract to provide services to the Purchase Assistance Program.
- M. Fair Housing - Requirements for non-discrimination based on race, color, sex, disability, religion, familial status, or national origin in accordance with Federal Regulations found at 24 CFR 100-146 and State Law FS760.
- N. First Time Homebuyer - A first-time homebuyer is an individual who meets the criteria as defined in 24 CFR 93.2:
- An individual and his or her spouse who have not owned a home during the 3-year period prior to purchase of a home with assistance under this part.
  - an individual who is a displaced homemaker or single parent, as those terms are defined in 24 CFR 93.2.
  -
- (For the purpose of the program a "Home" is considered a conventional home, condominium or townhouse, or modular home.)
- O. General Property Improvements - These improvements include rehabilitation items that are not corrections of health and safety violations, but are improvements that place the unit in a readily maintainable condition.
- P. HOME - Home Investment Partnership Program administered by the U. S. Department of Housing and Urban Development.
- Q. Housing Counselor - A housing counselor is a professional who provides advice and guidance to individuals and households in order to assist them in improving their housing situation, and meeting the responsibilities of tenancy and homeownership.
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for a period of six months or greater prior to the application and the occupant is not a signatory on any deed or mortgage associated with the applicant dwelling.

- If the co-signor is not a spouse, and can document his/her residence at another location, then his/her income is not calculated, however, he/she must sign the security instrument with the County.

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T. HUD-Approved Housing Counseling Agency- is a private and/or public nonprofit organizations that is exempt from taxation under section 501(a) pursuant to section 501(c) of the Internal Revenue Code of 1996, 26 U.S.C. 501(a) and 501(c)), and approved by HUD, in accordance with this Handbook and 24 CFR 5 214, to provide housing counseling services to clients directly, or through their affiliates or branches, and which meet the requirements set forth in this part.

U. Income - Projected annual income established in compliance with HOME regulations, specifically established at 24 CFR Part 5.609.

V. Liquid Assets - Liquid assets are those in the possession of the household seeking assistance, which can readily and promptly be turned into cash. Examples include, but are not limited to: Checking Accounts, Savings Accounts, Certificates of Deposit, Treasury Bonds, Money Market Funds, or Savings Bonds. Not included in the liquid asset calculation are funds not readily accessible or specifically resulting from lump sum pension distributions, or other 401K/IRA-type retirement fund accounts designed to enhance social security benefits. Applicant must provide documentation from fund management institution of identification of these assets as intended retirement enhancement funding.

W. Minimum Property Standards - Minimum Property Standards establish certain minimum standards for buildings constructed under various HUD programs. The Standards include specific requirements for the durability of such items as doors, windows, painting and wall coverings, kitchen cabinets, and carpeting. The standards ensure that the value of the home is not reduced by the deterioration of these components. (HUD Handbook 4910.1).

X. Modular home - Defined as a dwelling which meets the certification process specified in Section 553, Part IV, Florida Statutes and meets the local Building Department code for modular housing. The modular home must have an approved device or seal issued by the Department of Community Affairs.

Y. Pre-Purchase Housing Counseling– HUD Rule (12 U.S.C. 1701x(e)) establishes that HOME-assisted buyers receive counseling from HUD certified counselors employed by HUD-approved Housing Counseling agencies.

Z. Principal Residence - The Household must utilize the property as their primary residence, as established by eligibility for the State Department of Revenue



Property Tax Homestead Exemption. The household may not vacate the unit for more than 120 consecutive days in any one calendar year for any reason, other than a hospital or nursing home stay.

- AA. Qualified Mortgage: To ensure responsible lending, the senior Mortgage must be a Qualified Mortgage under the requirements from the Consumer Financial Protection Bureau (CFPB) outlined in 12 CFR 1026.43(e). Qualified Mortgages, among other features, limit total points and lender fees to reasonable levels. Qualified Mortgages also strictly limit pre-payment penalties and contain many other features intended to protect consumers.
- BB. Rehabilitation - All HOME assisted units must meet, at a minimum, the Standard Housing Code approved by Brevard County and the Program's written rehabilitation standards. Properties must meet local codes, including zoning regulations.
- CC. Standard Housing Code - Minimum standards for basic equipment and facilities for all buildings intended for occupancy by owner-occupants. Adopted standards are prepared by HUD: Housing Quality Standards and the Southern Building Code Congress International, Inc. and adopted by the Board of County Commissioners. This is also the minimum standard for rehabilitation performed with HOME Program Funds.
- DD. Subordination - the process of placing, ranking, or positioning a mortgage as secondary to the primary mortgage. The Purchase Assistance Program will remain in second or third position.
- EE. Satisfaction - a document recorded with the Clerk of Court removing lien(s) from the property.
- FF. Underwriting - Determining a borrower's ability and willingness to repay a mortgage debt to limit the probability of default and collection actions, and examine the property offered as security to determine if it is sufficient collateral.

### **III. DIRECTIVES**

#### **A. Program Administration**

The Brevard County Housing and Human Services Department shall be responsible for the administration and monitoring of the Purchase Assistance Program. At the discretion of the Department, an eligible Sponsor may be selected based upon criteria outlined in Brevard County's Board of County Commissioner approved Citizen Participation Plan.

#### **B. Eligibility**

1. Must be a first-time homebuyer as defined by 24 CFR Part 93.2.

2. Applicants must submit a signed and dated application provided by the Housing and Human Services Department. Income eligibility must be verified based on the regulations of the applicable funding source (HOME, CDBG, etc.) and BOCC approved policies. As funds become available, applicants will be asked to confirm completion of the Purchase Assistance Program Workshop.
3. The applicant must meet income guidelines of no more than 80% of the Brevard County Metropolitan Statistical Area (MSA) median income as provided annually by U.S. Department of Housing and Urban Development.
4. The applicant must occupy residence as a principal residence for the affordability period (as defined by 24 CFR 92.254(a)(4)) and specified in in Section III G.2.
5. The applicant must attend the Pre-Purchasing Counseling Workshop and receive a Certification within one year prior to closing.
6. The applicant may not receive assistance from another down payment assistance program except the Florida Housing Finance Corporation or Brevard County Housing Finance Authority whereby the Department would take a junior mortgage position. Other assistance programs authorized by an instrument of government may be considered by the Department. In these situations, third position may be taken when funds are approved by the Brevard County Board of County Commissioners. The Purchase Assistance Program must only be used to subsidize the remainder of the assistance needed to qualify applicants at the established affordability ratios. At no time will an applicant exceed the maximum amount of assistance determined by the Income Certification and allowed by the applicable state or federal rule(s).
7. Federal Housing Administration, Veterans Administration and Fannie Mae underwriting guidelines will be utilized when determining debt-to-income ratios. Brevard County will utilize the definition of "Affordable" provided in Chapter 420, Florida Statutes, State Housing Initiatives Partnership Program that states:

"... monthly rents or 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... 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."

8. If Household is disqualified due to being over-income, the disqualification period will be 6 months from day of notice. At that time, the applicant/household may re-apply when the Program is open to new applicants.
9. The Household's liquid assets may not exceed \$15,000. Liquid assets are defined as, but not limited to: savings accounts, checking accounts, certificates of deposit, treasury bonds, money market funds, savings bonds, etc.
10. Ineligible Applicants will be counseled on the Department approved Appeal Procedure.
11. Applicants determined to be ineligible due to falsification of application will be disqualified from the Program for two years.
12. Applicants may be assisted only one time for the Purchase Assistance Program.

C. ELIGIBLE PROPERTY

1. Property must be located within Brevard County.
2. Property must be owner occupied or vacant.
3. New or existing property may not exceed Maximum Purchase Price limits established by the U.S. Department of Housing and Urban Development.
4. Property can be a house, townhouse, condominium, modular home or other type of dwelling that can be conveyed by title to be separate from other attached units. Owner association fees must be added to the mortgage payment when determining the final monthly payment.
5. Property and dwelling must meet the Standard Housing Code, Housing Quality Standards and/or any Department approved standards that may exceed the above-listed standards.

D. INELIGIBLE PROPERTY

1. Manufactured homes or mobile homes are ineligible for the program.
2. Property with a resident renter will be deemed ineligible for assistance.

E. FUNDING ALLOCATION

The Purchase Assistance Program is designed to increase the level of affordable home ownership for very low (0-50% AMI) and low (51-80% AMI), income households. Funding for the program is allocated by HOME. The HOME Program

regulations require all agencies receiving monies use Section 8 program income definitions and guidelines.

#### F. MARKETING

Brevard County will take affirmative marketing steps to provide information and attract eligible persons from all racial, ethnic, and gender groups. A wide range of marketing strategies will be implemented to ensure that eligible persons living County-wide have a reasonable opportunity to be informed about the Purchase Assistance program opportunities being carried out by Brevard County.

On an annual basis, the County will review its marketing efforts to assess strategy effectiveness.

#### G. AVAILABLE ASSISTANCE

1. At no time will an applicant exceed the maximum amount of assistance determined by the Income Certification and allowed by the applicable state or federal rule(s).

INCOME LEVER	ASSISTANCE	LIEN TERMS
0-50% Median Income	\$1,000 - \$33,000	15-year forgivable mortgage
51-80% Median Income	\$1,000 - \$20,000	10-year forgivable mortgage

2. Lien terms will be determined by total amount of assistance provided. Assistance may not exceed 35% of the purchase price of the home including the cost of land.

LIEN PERIOD	ASSISTANCE AMOUNT		ANNUAL DEPRECIATION
10 Years	Up to \$20,000		1/10 of Loan Amount
15 Years	Over \$20,000		1/15 of Loan Amount

#### H. LOAN ASSISTANCE

0% to 80% Median Income Level - assistance provided is in the form of a deferred loan at a zero percent interest rate. The loan must be repaid in full in accordance with the BOCC approved recapture guidelines when the unit is sold, transferred, or is no longer the principal residence of the applicant or spouse during the affordability period. The repayment funds will be utilized to assist other purchase assistance applicants. Future assistance from any of the Department's programs

is prohibited until any outstanding debt is paid or the default is cured.

I. APPLICANT'S CASH OBLIGATION

The assistance offered through the Purchase Assistance Program will help families who do not have enough money for down payment and closing cost expenses to purchase homes. Households who are 0% to 50% of median income must provide a minimum of \$500 of their own funds for down payment and closing costs. Households 51% to 120% of median income must provide a minimum of \$1,000 for down payment or closing costs.

J. INTAKE/ASSESSMENT

Eligible applicants are processed in a first qualified, first served basis. Complete application packages are reviewed for initial income and asset eligibility, which may include credit report review and preliminary review of debt ratios.

K. PRE-PURCHASE COUNSELING WORKSHOP

1. Attendance and completion of the designated Brevard County Pre-Purchase Counseling Workshop is mandatory. Applicants not fulfilling this requirement will not be eligible to receive funds under this Program. The course is designed to educate the applicant on the program's rules and regulations and all aspects of home ownership, fair housing, and post purchase counseling.
2. Applicants attending the Pre-Purchase Counseling Workshop who have special needs/requests must notify the Housing and Human Services Department office or designee 48 hours in advance.
3. The guidelines, procedures, and policies are available upon request from the Housing and Human Services Department to all interested eligible sponsor applicants, including the process for selection.

L. SELECTION OF HOUSE/INSPECTION

Once the applicant has completed the Pre-Purchase Counseling Workshop, all of the pending information is verified, and the applicant has been notified of funding availability, the applicant is ready to begin the search for a house. If the applicant decides to build or purchase an existing unit, he/she can do so as long as the property is in Brevard County. The total sales price may not exceed the amount determined by the counselor or Eligible Sponsor, and if necessary, the seller must execute a Brevard County provided addendum to the contract. The inspection must include a determination of what repairs or improvements are needed to follow Standard Housing Code Standards. Inspection of the property will only be performed if all utilities are turned on. The roof must have a minimum five-year life expectancy determined by County approved Inspection and be in working order.

1. New Construction - If the house has been constructed within the last 12 months, a copy of the certificate of occupancy (CO) is required and must be received by the Housing and Human Services office before closing and prior to assistance being provided, a County approved inspection may still be required.
2. Existing Unit - If the house is an existing unit, the home is required to be inspected by the Department or designee to determine that the house meets the Standard Housing Code Standards.
3. Inspection Process - Additional inspection(s) above the County's required inspection of the home is the responsibility of the homebuyer.

M. AGREEMENT

- A. Approval of Mortgage - Upon approval of the first mortgage by the primary lending institution, the applicant shall sign an agreement that stipulates the rules and regulations governing the assistance, recapture restrictions, and/or transfer of property.
- B. All eligible applicants must demonstrate adequate insurance coverage including flood insurance, if so required, for the duration of the lien.
- C. The requirements within a commitment letter will be later bound by eligible a mortgage lien placed on the property. The mortgage shall not incur interest, if no default occurs.
- D. The length of the mortgage period is determined by the total amount of funding used for down payment and closing cost assistance.
- E. Death of the Borrower - Housing Client as used herein shall mean the Borrower. Upon the death of the Borrower during the mortgage period, the mortgage balance shall become due in full, unless at the time of the borrower's death an eligible spouse or family member desires to reside in the home (family member includes domestic partner, provided that the individual can establish proof of residency in the home for a period of at least six months prior to the death of the Borrower).
  - a. If an eligible family member wishes to assume the existing mortgage, the family member shall have 180 days to make a written request to the Director of the Housing and Human Services Department to assume all of the obligations specified in the Borrower's mortgage. If a written request to assume the mortgage is not made within 180 days, Brevard County shall declare the Borrower's estate to be in default, and will require repayment of the mortgage balance. Repayment shall occur within ninety days of the declaration of default, or at the time the property is refinanced, sold or transferred, whichever is soonest.

b. However, if within 180 days an eligible family member submits a written request to the County to assume the mortgage, the family member must demonstrate proof of legal title to the property and meet the current income and assets qualifications of Brevard County.

- i. If the property does not have to undergo Probate, the family member shall have ninety days to assume the mortgage. If ninety days pass and the family member has not assumed the mortgage and note, Brevard County shall declare a default and will require repayment of the mortgage balance. Repayment shall occur within ninety days of the declaration of default, or at the time the property is refinanced, sold or transferred, whichever is soonest.
- ii. If the property must undergo Probate, the family member shall have ninety days from the date of acquiring clear title to the property, and have been determined income-eligible by the County, to assume the mortgage. If ninety days pass and the family member has not assumed the mortgage and note, Brevard County shall declare a default and will require repayment of the mortgage balance. Repayment shall occur within ninety days of the declaration of default, or at the time the property is refinanced, sold or transferred, whichever is soonest.

F. Default of the Borrower - In the event the County declares a default and ninety days pass without repayment to the County, the following shall occur: (a) the mortgage balance shall be frozen at the balance in place on the date of the Borrower's death; (b) the mortgage balance will cease to depreciate at the annual rate; and, (c) interest shall accrue at 5% per annum. Provided, however, that accrued interest plus the mortgage balance at the time of the Borrower's death shall not exceed the amount of the Mortgage Note last executed by the Borrower. The lien will continue against the property until repayment plus interest is satisfied.

G. No mortgage is considered satisfied until a Satisfaction of Mortgage is recorded with the Clerk of Courts by the Housing and Human Services Department.

N. TYPES OF PRIMARY LOANS or QUALIFIED MORTGAGES and LOAN UNDERWRITING EXPECTATIONS

Underwriting for a loan or mortgage reevaluates the riskiness of a proposed deal or agreement. For a lender, the risk is of default or non-payment. The underwriter assesses income, liabilities (debt), savings, credit history, credit score, and more depending on an individual's financial circumstances. Mortgage underwriting typically has a "turn time" of a week or less.

1. FHA, VA, Conventional, Habitat for Humanity or other, fixed rate, Qualified mortgages under the requirements of the Consumer Finance Protection Bureau (CFPB) outlined at 12 CFR 1026.43(e) are eligible for assistance in the Purchase Assistance Program.
2. Lease-Purchase, Owner-Financed, or Adjustable Rate Mortgages are not allowed for use by a Purchase Assistance applicant participating in this Program.
3. Mortgages will be evaluated by the Eligible Sponsor and/or Department staff for affordability. A maximum of two points in Origination Fees and Discount Fees are allowable. Case by case consideration will be given when assistance is leveraged with Florida Housing Finance Corporation, Brevard Housing Finance Authority programs or the client is extremely low/very low income. Interest rates in excess of one percentage point above the average mortgage rate will be returned to the originating mortgage lender for re-negotiation of rate and may be subject to rejection of assistance to the applicant.
4. Total closing costs (excluding pre-paid charges) charged to the buyer may not exceed 5% of the loan amount.
5. Interest rates must be competitive and must not be a "Higher Priced" loan as defined by the Consumer Financial Protection Bureau (CFPB). Higher priced loans are those that exceed the Average Prime Offer Rate by more than 1.5% as of the date of the loan's rate lock.
6. Lending products should be fully amortizing 30-year fixed rate loans. Certain buyers may prefer a 15-year loan, and the Participating Jurisdiction will only consider such loans on an exception basis if it determines that the buyer's payment is sustainable and that the use of a shorter-term product does not require additional HOME assistance compared to a 30-year loan.

#### O. SETTLEMENT OR CLOSING

1. Once the loan for the first mortgage is approved and all pre-closing repairs have been completed, the closing agent must provide a Settlement Statement (HUD-1) prior to the closing date (copy of the appraisal report and notification of Brevard County named as Loss Payee on hazard insurance and/or flood insurance must be received before check can be issued). The Eligible Sponsor or Department staff will prepare the second mortgage and provide it to the closing agent on the settlement date. The second mortgage will contain the total amount for down payment and closing costs.



If using a sponsor, files must be forwarded to the County within 90 days of closeout.

2. The documents are to be recorded and certified by the closing agent through the Clerk to the Circuit Court.

P. SUBORDINATION OF COUNTY LIENS

1. A borrower requesting a subordination of the County's lien must make this request in writing, indicating the reason for the request. The County Manager or Designee must authorize any subordination requested. Staff will identify for the County Manager or Designee, the current status of the County's equity position, and the equity position if the subordination request is approved.
2. Requests, which include the receipt of cash from the refinancing transaction, will not be considered.
3. Requests that increase the affordability of the housing unit or assist a household with catastrophic medical expenses (for the lien holder or relative of the lien holder) not associated with consumer debt, shall be considered.
4. Applicants must not be in default of the County mortgage.
5. The Homeowner may be charged any recording fees necessary for the subordination.
6. Homeowners assisted under previous versions of this policy with total assistance amounts (prior to application of forgiveness) less than \$20,000 and lien terms exceeding those defined in Section III.G.2 may have, upon request, their lien terms adjusted to match those in current policy.

Q. SATISFACTION OF MORTGAGE

1. Upon satisfactory completion of the lien terms, a Satisfaction of Mortgage will be completed by the Department on behalf of the Board of County Commissioners and filed with the clerk of the court after review of the County Attorney and approval of the County Manager or Designee. The original Satisfaction of Mortgage will be mailed to the borrower.
2. A Homeowner seeking a satisfaction which includes a short payoff request (less than the total amount owed on the County's lien) must make this request in writing, indicating the reason for the request. Staff will identify for the County Manager or Designee, the current status of the County's equity position and any other applicable grant requirements. If all grant conditions are met and the reason for the request is acceptable, the

County will accepted as its payoff, an equal percentage as that being accepted by the First Mortgage Holder (i.e., First Mortgage Holder has a Lien of \$100,000 and accepts 50% or \$50,000; Brevard County has a lien of \$40,000 and accepts 50% or \$20,000).

3. If the First Mortgage Holder is a Federal or State lending entity (i.e., Freddie Mac, Fannie Mae, Federal Housing Authority (FHA), VA Administration, Florida Housing Finance Corporation etc.) and its guidelines set a maximum allowable payoff, The County will accept the maximum allowable payoff for satisfactory completion of the County's lien. In cases where multiple Federal or State Lending entities have an interest in the property, the County will take an equal share of the maximum allowable payoff ( i.e., FHA \$6,000; VA \$6,000 and Brevard County \$6,000).

#### R. FOLLOW-UP

Annually a sampling of case files will be pulled for monitoring. The local property appraiser's site will be checked to ensure that the client is listed as owner and has a Florida Homestead exemption showing it as the primary residence. If the property appraiser's site does not list the client as owner with an approved Florida Homestead exemption, the Homeowner will be sent a certified letter requesting proof of residency. Failure to comply will result in consultation with the County Attorney's office to determine remedies up to and including foreclosure.

#### S. REQUEST FOR DETERMINATION

When a request is received concerning the status of an existing mortgage lien, whether for purposes of subordination, satisfaction, bankruptcy, or other similar purpose, the Housing and Human Services Department will evaluate the mortgage lien and adopt the current, approved policy. This action may result in amortization of mortgage balance, reduction of lien term, or satisfaction of mortgage.

#### T. UNDERWRITING

##### Primary Loan Expectations

In order to ensure that home buyers receive quality loans that are sustainable over time, any buyer receiving HOME assistance toward their down payment receive a senior loan or first mortgage containing the following criteria:

1. The loan must be a "Qualified Mortgage" under the requirements of the Consumer Financial Protection Bureau (CFPB) as outlined in 12 CFR 1026.43(e). Qualified Mortgages, among other features, limit total points and lender fees to reasonable levels.

Qualified Mortgages also strictly limit pre-payment penalties and contain additional features intended to protect the consumer.

2. Interest rates must be competitive and must NOT be a higher priced loan as defined by the Consumer Financial Protection Bureau (CFPB). Loans that exceed the Average Prime Rate by more than 1.5% from the date of the loan rate lock are considered higher priced.
3. First Mortgage Loans should be fully amortizing 30-year fixed rate loans.
4. Loans must generally allow loan to value (LTV) ratios of at least 95%. While assisted buyers are not required to be approved for loan amounts equal to 95% of the purchase price, buyers who use more restrictive lending products (such as those limiting the LTV to 80%) will not receive HOME assistance toward their purchase if they can otherwise afford the monthly payment on a larger loan. Buyers should obtain the largest loan they can reasonably afford, and not be subsidized heavily just to avoid mortgage insurance on higher LTV lending products.

#### **IV. RESERVATION OF AUTHORITY**

The authority to issue or revise this Policy is reserved by the Chairman of the Brevard County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Rita Pritchett, Chair

As approved by the Board on \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Rachel Sadoff, Clerk of Court



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.11.

3/21/2023

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### **Subject:**

Revision of BCC-26 Policy, Acquisition of Consultant Professional Services

### **Fiscal Impact:**

There is no fiscal impact on the revision of Board Policy BCC-26.

### **Dept/Office:**

Central Services/Purchasing Services

### **Requested Action:**

It is requested the Board of County Commissioners adopt the proposed revisions to Board Policy BCC-26, Acquisition of Consultant Professional Services.

### **Summary Explanation and Background:**

The Board's Policy BCC-26 has been updated and addresses the following items:

1. Clarifies the Board's approval process for projects that comply with Section 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act."
2. Updates the approval authority in this Policy to match those provided in Board's Policy BCC-25, Procurement.
3. Better defines the process for appointment of Selection and Negotiating Committee members, and the staff that is selected for these committees consists of representatives of a cross-section of employees with the knowledge of the services or commodities sought.
4. Updates the advertisement of projects to comply with the Board's Policy BCC-25, Procurement and Section 287.055(3), Florida Statutes. Provides for procedures for advertising projects during a Board-declared emergency.
5. Identifies Purchasing Services as the responsible party to ensure meetings are recorded and maintained.
6. Updates the Contract Administration section to correspond with the Board's Policy BCC-25.

### **Clerk to the Board Instructions:**



TITLE: Acquisition of Consultant Professional Services

NUMBER: BCC-26  
CANCELS ~~July 12, 2016~~ July 21, 2020  
APPROVED: ~~July 21, 2020~~ March 21, 2023  
ORIGINATOR: Purchasing Services  
REVIEW: ~~July 21, 2023~~ March 21, 2026

## POLICY

### I. OBJECTIVE

To prescribe policy for the selection process and acquisition of consultant professional services as defined by §Section 287.055, Florida Statutes.

### II. REFERENCES AND DEFINITIONS

- A. §Section 287.055, Florida Statutes - "Consultants' Competitive Negotiation Act" ("the Act").
- B. §Section 287.017, Florida Statutes – Purchasing cCategories, tThreshold aAmounts.
- C. Section 286.011, Florida Statutes – “Public meetings and records; public inspection; criminal and civil penalties.”
- D. Section 286.0113, Florida Statutes – “General exemptions from public meeting.”
- E. Section 255.0525, Florida Statutes – “Advertising for competitive bids or proposals.”
- ~~B.F.~~ BOARD OF COUNTY COMMISSIONERS POLICY BCC-25 – “PROCUREMENT” (“BCC-25”).
- G. Board – Brevard County, Florida -Board of County Commissioners.
- H. Compensation – means the amount paid by the County for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.
- I. County - Brevard County, Florida a political subdivision of the State of Florida.
- J. Continuing Contract – is a contract for professional services entered into in

accordance with Section 287.055, Florida Statutes, as may be amended from time to time, between the County, and a firm, whereby the firm provides professional services to the County for projects in which the estimated construction or study costs do not exceed the limits established in Section 287.055(2)(g), Florida Statutes or for work of a specified nature as outlined in the contract required by the County with the contract being for a fixed term or with no time limit except that the contract shall provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

- K. Design-Build Firm - A firm that holds a current certificate of registration under Chapter 489, Florida Statutes to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or holds a current certificate of registration under Chapter 481, Florida Statutes to practice architect or landscape architecture; or a firm who holds a current certificate as a registered engineer under Chapter 471, Florida Statutes to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.
- L. Design Criteria Package - Concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information so as to permit design-build firms to prepare a bid or a response to an agency's request for proposal or to permit an agency to enter into a negotiated design-build contract.
- M. Firm – an individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.
- ~~C. Design-Build Firm – A firm who holds a current certificate of registration under Chapter 489 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or holds a current certificate of registration under Chapter 481 to practice architect or landscape architecture; or a firm who holds a current certificate as a registered engineer under Chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.~~
- ~~D. Design Criteria Package – Concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information so as to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design build contract.~~
- N. Negotiate (or any form of the word) – to conduct legitimate arm's length discussions and conferences to reach an agreement on a term or price. The term does not include presentation of flat-fee schedules with no alternatives or discussion.
- O. Negotiating Committee – A committee appointed by the Board or the County

Manager to negotiate a contract for professional services. Upon the recommendation of the County Manager or the department/office director a negotiating committee is formed with a cross-section of employees with the knowledge of the professional services sought and the financial requirements of the project. The County Attorney's Office may be requested to assist the negotiation committee, but shall not be a voting member of the negotiating committee.

E.P. Professional Services - ~~Those~~ services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping as defined by the laws of the State, or those services performed by an architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his/her professional employment or practice.

Q. Project – means fixed capital outlay study or planning activity as described in the public notice of the County that complies with Section 287.017, Florida Statutes of which the professional services are outlined in a contract. A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities under contract; or
2. A grouping of substantially similar construction, rehabilitation, or renovation projects under contract; or
3. An individual professional study under contract; or
4. For work of a specified nature as outlined in a contract.

~~F. Agency – The state or state agency, municipality, or political subdivision, a school district or a school board. The tem1 "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under §380.06 or §§163.3220-163.3243 of Florida Statutes.~~

~~G. Firm – Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.~~

H.R. Selection Committee – A-a Selection Committeecommittee member may be appointed by the Board or the County Manager to evaluate and rate-rank firms desiring to perform professional services for the County. The committee may be comprised of a County Commissioner in whose district the project is located or designee, County Manager or designee, Upon the recommendation of the County Manager or the Department Director department/office director. Aa Selection Committee is formed to evaluate Request for Qualifications of professional firms appointed to serve and represent a cross-section of employees with the knowledge of the professional services sought or designee, and staff employees having knowledge and interest in the project. The County Attorney's Office may be requested to assist the Selection Committee, but shall not be a voting member of the

Selection Committee.

- ~~I. Negotiating Committee — A committee appointed by the Board to negotiate a contract for professional services. The committee shall be comprised of the County Manager or designee, Department Director or designee, and staff members of County government having knowledge and interest in the project requiring professional services. The County Attorney (or his designee) may be directed to assist the negotiating committee, but shall not be a member of the negotiating committee.~~
- ~~J. Designee — When used in this Policy, any title such as Board of County Commissioners, County Manager, or Department Director is presumed to include that person's official designee as if the Policy read "Board of County Commissioners or designee."~~
- ~~K. §286.011, Florida Statutes — Florida Government in the Sunshine Law requiring meetings be open to the public.~~
- ~~L. Compensation — The amount paid by the Board for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.~~
- ~~M. Continuing Contract — A As currently defined in F.S. 287.055, contract for professional services entered into in accordance with all the procedures of Reference A., between an agency and a firm, whereby the firm provides professional services to the County for projects in which the estimated construction costs do not exceed \$4,000,000 per project or for study activity when the fee for such professional services does not exceed \$500,000 per, study, or for work of a specified nature as outlined in the contract required by the agency with the contract being for a fixed term or with no time limitation except that the contract shall provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.~~
- ~~N. Negotiate (or any form of the word) — To conduct legitimate arm's length discussions and conferences to reach an agreement on a term or price. The term does not include presentation of flat fee schedules with no alternatives or discussion.~~
- ~~O. Project — A study or planning activity described in the public notice under Section III.B. A project may include:
  - ~~1. A grouping of minor construction, rehabilitation, or renovation activities.~~
  - ~~2. A grouping of substantially similar construction, rehabilitation, or renovation projects.~~~~
- ~~P. Brevard County Board of County Commissioners Procurement Policy BCC-25 —~~



~~Specifies directives for procurement activities.~~

### III. DIRECTIVES

#### A. PROJECT REQUIREMENTS DETERMINATION APPROVAL

~~Details of recommended projects shall be submitted to the Board for consideration. If approved, the Board minutes shall reflect approval of the project, method of financing, and appointment of a selection committee.~~

1. Projects that comply with Section 287.055, Florida Statutes submitted to the Board for consideration and approval through the County's Annual and Capital Budget or the Board's approval of the Annual Supply Bids, Proposals, and Requests for Qualifications or the Board's annual approval of procured products or services on the Vendor of Record list.

a. Selection and Negotiating Committee will be appointed by the County Manager based upon the recommendation of the department/office director. A Selection and Negotiating Committee typically consists of three to five members, representing a cross-section of employees with the knowledge of the services or commodities sought.

2. Projects submitted to the Board and approved by the Board during a public meeting that complies with Section 287.055, Florida Statutes.

a. The Selection Committee and Negotiating Committee will be appointed by the Board based on the recommendation of the County Manager. A Selection and Negotiating Committee typically consists of three to five members, representing a cross-section of employees with the knowledge of the services or commodities sought.

#### B. PUBLIC ADVERTISEMENT OF NEED FOR SERVICES AND EXCEPTIONS OF PUBLIC PROJECTS

~~All Board approved projects procured under Section 287.055, Florida Statutes requirements for professional services shall be publicly advertised as outlined in Board Procurement Policy BCC-25, "Procurement," and Section 287.055, Florida Statutes. The advertisement shall be published once in a newspaper of general paid circulation, which is published at least five (5) days a week in the County. The advertisement shall appear at least fourteen (14) days prior to the last day set for the day of required submittal. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.~~

~~1. Allowable exceptions to public advertisement include:~~

~~Projects involving a Board-certified public emergency~~

1. In case of an emergency, the procedures required in Section 287.055(3)(a)1., Florida Statutes may be altered by the County Manager in a manner that is reasonable under the emergency circumstances for projects involving a Board-declared emergency.

a.2. There shall be no public advertisement requirement or utilization of the selection process for projects in which the agency is able to reuse existing plans from a prior project. However, a public advertisement for any plans which are intended to be reused at some future time shall contain a statement ~~which~~ that provides that the plans are subject to reuse.

2. ~~With regard to paragraph 1 above, a competitive environment shall be utilized when feasible and practical.~~

3. A good faith estimate shall be provided in determining whether the proposed activity meets the threshold amounts referred to in this paragraph.

#### ~~C. NON-COMPETITIVE SELECTION~~

~~In cases of planning/study activities estimated to cost is Category Two as defined in §287.017 F.S., or less, the Department Director shall submit the recommendation to the County Manager or his designee to approve the recommendation for non-competitive selection or to appoint a selection committee for further evaluation of qualified firms. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, all proposals shall be rejected and the procurement reinitiated under Section III.E. A competitive environment shall be utilized when feasible and practical.~~

~~D.~~

#### C. COMPETITIVE SELECTION

1. Appointment and Quorum Requirements of the Selection Committee

The Board or County Manager will appoint a ~~selection committee~~ Selection Committee to review and evaluate the statement of qualifications and performance data. ~~A County Commissioner may serve on the selection committee.~~ A majority of the appointed ~~selection committee~~ Selection Committee members shall constitute a quorum for all selection transactions.

2. Notification of Need for Service

a. ~~The Architect/Engineer Evaluation Criteria and scoring sheet attached or a similar scoring sheet shall be the sole means of "short listing" firms who have submitted qualification packages and shall be provided to each interested~~

~~party prior to their submittal. The selection committee shall review the submittals of the prospective consultants to determine which prospective consultants meet the necessary specific qualifications. Standard Form 330 (combines SF 254 and SF 255) attached may be utilized, or a format outlined in notice, for submittal of qualifications by prospective consultants.~~

~~b.a.~~ For publicly announced requirements, Purchasing Services, shall publicly~~advertise as outlined in Procurement Policy BCC-25 and Section 287.055(3), Florida Statutes~~ upon notification from the responsible ~~d~~Department/~~o~~Office~~d~~Director. The advertisement, ~~shall publish a notice in a newspaper of general circulation in Brevard County and shall~~ indicate how interested consultants may apply for consideration. Trade journals or trade magazines may also be utilized for public advertisement for consultant services. Electronic posting of competitive opportunities shall be posted on the ~~Brevard County's~~ Purchasing Website and the County's electronic Internet posting site at [www.myvendorlink.com](http://www.myvendorlink.com) or a successor platform and [www.DemandStar.com/supplier](http://www.DemandStar.com/supplier).

Florida Statutes ~~requires~~ require reasonable notice of public meetings, such as ~~selection/negotiating sessions~~ Selection and Negotiation Committee meetings with ~~consultants~~ Consultants. The notice will include the ~~committee name~~ Selection or Negotiation Committee name and purpose of the meeting, location of meeting, date and ~~tie time~~ of the meeting, and required statements outlined under Sections ~~III~~ 4 of the County's Administrative Order AO-50, Notification and Site Selection of Public Meetings/Hearings for Compliance with the Americans with Disabilities Act (~~ADA~~) and the Florida Accessibility Code (FAC). A copy of the notice of the public meeting shall be posted on the County's Website and [www.myvendorLink.com](http://www.myvendorLink.com) or a successor platform ~~the Purchasing Services Bulletin Board and County/Purchasing Website~~ and in accordance with Administrative Order AO-50, ~~Notification and Site Selection of Public Meetings/Hearings for Compliance with the Americans with Disabilities Act (ADA) and the Florida Accessibility Code (FAC).~~

~~The Chairman~~ Purchasing Services of the ~~selection/negotiations committee~~ will ensure a record of the meeting is maintained, either through a written or recorded method.

### 3. Certifications of Consultants

- a. Any firm or individual desiring to provide professional services to the County must first be certified by the County as qualified in accordance with Federal, State, and local rules, laws, and regulations ~~pursuant to law and the regulations of the County~~. The County shall make a finding that the firm or individual with whom its contracts with is fully qualified to render the required services. Among the factors to be ~~considered~~ in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or

individual. The ~~selection committee~~Selection Committee shall review statements of qualification and performance data submitted in response to the public announcement and shall select, in order of preference, no fewer than three (3) firms deemed to be the most highly qualified, if at least three (3) firms respond to the announcement. Consultant certification criteria shall include but ~~is~~may not ~~be~~ limited to the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads; and volume of work previously awarded, with the ~~object purpose~~ of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The Request for Qualification shall include the evaluation and scoring criteria to be utilized by the Selection Committee. Attachment 1 shall be utilized for evaluation and scoring to short list prospective firms for public presentations. The higher the score the more qualified the firm.

- b. The ~~selection committee~~Selection Committee may observe public presentations and conduct discussions with the firms pertaining to the firms' qualifications, approach to the project, and ability to furnish the required service. Each ~~selection committee~~Selection Committee member shall ~~rate~~rank each firm/individual observed through personal presentations by assigning the top firm number 1, the ~~second ranked~~second-ranked firm number 2, etc. If interviews are not conducted, the ~~ratings~~rankings applied during the "short-list" phase will determine the rank order of firms for negotiation.
- c. ~~The committee~~Purchasing Services shall maintain this summary listing of the rank order of the firms ~~being~~ evaluated, and present ~~their~~its recommendations of the three most qualified firms to the Board Negotiation Committee if at least three (3) firms respond to the announcement, ~~and request appointment of a negotiating committee to negotiate a contract.~~ Should the County be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the County shall terminate negotiations. The County shall then undertake negotiations with the third most qualified firm, and so forth as necessary until a contract can be entered into between the County and a firm.

## E. CONTRACT NEGOTIATION

1. ~~The negotiating committee shall be appointed by the Board.~~ The Negotiating Committee~~committee~~ shall be comprised of the County Manager or his designee, Department Directors or designees, and staff members of the County ~~government~~ having knowledge and interest in the project requiring professional

services. A majority of the ~~negotiating committee~~Negotiating Committee shall constitute a quorum for contract negotiations purposes. The ~~negotiating committee~~Negotiating Committee shall negotiate a contract with the most qualified firm for professional services at compensation, which is determined to be fair and reasonable. The County Attorney's Office ~~(or his designee)~~ shall be assigned to assist the committee in its negotiations, but shall not be a ~~member of the negotiating committee~~negotiating committee member.

2. For all lump-sum or cost-plus fixed fee contracts exceeding Category 4 as defined in §Section 287.017, Florida Statutes F.S., the firm awarded the contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions thereto will shall be adjusted to exclude any significant sums by which the agency-County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustment adjustments shall must be made within one (1) year following the end of the contract.
3. In accordance with Section 287.055(6), Florida Statutes ~~E~~each contract for professional services shall contain a prohibition against contingent fees as follows: "The architect (or registered land surveyor or professional engineer, as applicable) warrant that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered land surveyor, or professional engineer as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered land surveyor or professional engineer, as applicable) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

#### F. REJECTIONS OF ALL PROPOSALS

The Board shall reserve the right to reject all proposals and re-issue the notice of the need for professional services.

#### G. PRECEDENCE OF FLORIDA STATUTES AND FEDERAL/STATE GRANT GUIDELINES

In the case of any contradictions, irregularities or ambiguities between the procedures established in this ~~policy~~Policy and §Section 287.055, Florida Statutes, also known as the "Consultants' Competitive Negotiation Act," requirements directed in §Section 287.055, F.S.Florida Statutes, applicable federal laws, as well as grant guidelines and provisions, or any other applicable Statute shall apply.

## H. CONTRACT ADMINISTRATION

- ~~1. When a contract has complied with the acquisition process set forth in this policy and has been approved and executed by the Board the Board delegates authority to the County Manager, or designee, to execute individual amendments, addenda, or task order changes increases when under \$100,000 and grater than or equal to \$50,000; Assistant County Manager when under \$50,000 and greater than or equal to \$25,000; and Department Director when under \$25,000, when each is within the budgeted amount for the project and subject, as applicable, to Administrative Order 29 For Task Orders issued from a Continuing Contract, are exempt from review per Administrative Order 29 as long as the contract terms and conditions are unchanged.~~
- ~~4. If a contract has complied with the acquisition process set forth in this Policy, then the Board implicitly delegates authority to the respective County representative(s) to execute associated amendments, addenda, or task order changes in accordance with the requirements and thresholds established in Board Policy BCC-25~~
2. Amendments, addenda or task order ~~increase~~changes ~~amounts~~ are to be considered individually and not cumulatively for the purpose of determining approval authority.
3. Splitting of amendments, addenda, or task order increases to circumvent established approval authority thresholds is prohibited.
4. In the case of continuing consultant contracts, all amendments, addenda, and task order increases shall comply with the limitations for continuing consultant contracts as set forth herein and in §Section 287.055, Florida Statutes.

## IV. RESERVATION OF AUTHORITY

The Board reserves the right to amend or modify this policy at any time.

Brevard County, Florida

Attest:

~~Bryan Andrew Lober~~ Rita Pritchett, Chair

~~SCOTT ELLIS, CLERK~~ Rachel Sadoff

Approved by the Board of County  
Commissioners on ~~July 21, 2020~~ March 21,  
2023.

Board of County Commissioners



TITLE: Acquisition of Consultant Professional Services

## POLICY

NUMBER: BCC-26  
CANCELS July 21, 2020  
APPROVED: March 21, 2023  
ORIGINATOR: Purchasing Services  
REVIEW: March 21, 2026

### I. OBJECTIVE

To prescribe policy for the selection process and acquisition of consultant professional services as defined by Section 287.055, Florida Statutes.

### II. REFERENCES AND DEFINITIONS

- A. Section 287.055, Florida Statutes - "Consultants' Competitive Negotiation Act" ("the Act").
- B. Section 287.017, Florida Statutes – Purchasing categories, threshold amounts.
- C. Section 286.011, Florida Statutes – “Public meeting and records; public inspection; criminal and civil penalties.”
- D. Section 286.0113, Florida Statutes – “General exemptions from public meeting.”
- E. Section 255.0525, Florida Statutes – “Advertising for competitive bids or proposals.”
- F. BOARD OF COUNTY COMMISSIONERS POLICY BCC-25 – “PROCUREMENT” (“BCC-25”).
- G. Board – Brevard County, Florida Board of County Commissioners.
- H. Compensation – means the amount paid by the County for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.
- I. County - Brevard County, Florida a political subdivision of the State of Florida.
- J. Continuing Contract – is a contract for professional services entered into in accordance with Section 287.055, Florida Statutes, as may be amended from time to time, between the County and a firm, whereby the firm provides professional



services to the County for projects in which the estimated construction or study costs do not exceed the limits established in Section 287.055(2)(g), Florida Statutes or for work of a specified nature as outlined in the contract required by the County with the contract being for a fixed term or with no time limit except that the contract shall provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

- K. Design-Build Firm - A firm that holds a current certificate of registration under Chapter 489, Florida Statutes to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or holds a current certificate of registration under Chapter 481, Florida Statutes to practice architect or landscape architecture; or a firm who holds a current certificate as a registered engineer under Chapter 471, Florida Statutes to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.
- L. Design Criteria Package - Concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information so as to permit design-build firms to prepare a bid or a response to an agency's request for proposal or to permit an agency to enter into a negotiated design-build contract.
- M. Firm – an individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.
- N. Negotiate (or any form of the word) – to conduct legitimate arm's length discussions and conferences to reach an agreement on a term or price. The term does not include presentation of flat-fee schedules with no alternatives or discussion.
- O. Negotiating Committee – A committee appointed by the Board or the County Manager to negotiate a contract for professional services. Upon the recommendation of the County Manager or the department/office director a negotiating committee is formed with a cross-section of employees with the knowledge of the professional services sought and the financial requirements of the project. The County Attorney's Office may be requested to assist the negotiation committee, but shall not be a voting member of the negotiating committee.
- P. Professional Services - services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping as defined by the laws of the State, or those services performed by an architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his/her professional employment or practice.
- Q. Project – means fixed capital outlay study or planning activity as described in the public notice of the County that complies with Section 287.017, Florida Statutes of which the professional services are outlined in a contract. A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities under contract; or
  2. A grouping of substantially similar construction, rehabilitation, or renovation projects under contract; or
  3. An individual professional study under contract; or
  4. For work of a specified nature as outlined in a contract.
- R. Selection Committee – a Selection Committee member may be appointed by the Board or the County Manager to evaluate and rank firms desiring to perform professional services for the County. Upon the recommendation of the County Manager or the department/office director. A Selection Committee is formed to evaluate Request for Qualifications of professional firms appointed to serve and represent a cross-section of employees with the knowledge of the professional services sought. The County Attorney's Office may be requested to assist the Selection Committee, but shall not be a voting member of the Selection Committee.

### III. DIRECTIVES

#### A. PROJECT APPROVAL

1. Projects that comply with Section 287.055, Florida Statutes submitted to the Board for consideration and approval through the County's Annual and Capital Budget or the Board's approval of the Annual Supply Bids, Proposals, and Requests for Qualifications or the Board's annual approval of procured products or services on the Vendor of Record list.
  - a. Selection and Negotiating Committee will be appointed by the County Manager based upon the recommendation of the department/office director. A Selection and Negotiating Committee typically consists of three to five members, representing a cross-section of employees with the knowledge of the services or commodities sought.
2. Projects submitted to the Board and approved by the Board during a public meeting that complies with Section 287.055, Florida Statutes.
  - a. The Selection Committee and Negotiating Committee will be appointed by the Board based on the recommendation of the County Manager. A Selection and Negotiating Committee typically consists of three to five members, representing a cross-section of employees with the knowledge of the services or commodities sought.

#### B. ADVERTISEMENT OF PUBLIC PROJECTS

All projects procured under Section 287.055, Florida Statutes shall be publicly advertised as outlined in Board Policy BCC-25, "Procurement," and Section 287.055, Florida Statutes.

1. In case of an emergency, the procedures required in Section 287.055, Florida Statutes may be altered by the County Manager in a manner that is reasonable under the emergency circumstances for projects involving a Board-declared emergency.
2. There shall be no public advertisement requirement or utilization of the selection process for projects in which the agency is able to reuse existing plans from a prior project. However, a public advertisement for any plans which are intended to be reused at some future time shall contain a statement that provides that the plans are subject to reuse.
3. A good faith estimate shall be provided in determining whether the proposed activity meets the threshold amounts referred to in this paragraph.

## C. COMPETITIVE SELECTION

### 1. Appointment and Quorum Requirements of the Selection Committee

The Board or County Manager will appoint a Selection Committee to review and evaluate the statement of qualifications and performance data. A majority of the appointed Selection Committee members shall constitute a quorum for all selection transactions.

### 2. Notification of Need for Service

- a. For publicly announced requirements, Purchasing Services, shall publicly advertise as outlined in Procurement Policy BCC-25 and Section 287.055(3), Florida Statutes upon notification from the responsible department/office director. The advertisement shall indicate how interested consultants may apply for consideration. Trade journals or trade magazines may also be utilized for public advertisement for consultant services. Electronic posting of competitive opportunities shall be posted on the County's Website and the County's electronic Internet posting site at [www.myvendorlink.com](http://www.myvendorlink.com) or a successor platform.

Florida Statutes require reasonable notice of public meetings, such as Selection and Negotiation Committee meetings with Consultants. The notice will include the Selection or Negotiation Committee name and purpose of the meeting, location of meeting, date and time of the meeting, and required statements outlined under Section III of the County's Administrative Order AO-50, Notification and Site Selection of Public Meetings/Hearings for Compliance with the Americans with Disabilities Act and the Florida Accessibility Code (FAC). A copy of the notice of the public meeting shall be posted on the County's Website and [www.myvendorLink.com](http://www.myvendorLink.com) or a successor platform and in accordance with Administrative Order AO-50.

Purchasing Services will ensure a record of the meeting is maintained, either through a written or recorded method.

3. Certifications of Consultants

- a. Any firm or individual desiring to provide professional services to the County must first be certified by the County as qualified in accordance with Federal, State, and local rules, laws, and regulations. The County shall make a finding that the firm or individual with whom its contract is fully qualified to render the required services. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual. The Selection Committee shall review statements of qualification and performance data submitted in response to the public announcement and shall select, in order of preference, no fewer than three (3) firms deemed to be the most highly qualified, if at least three (3) firms respond to the announcement. Consultant certification criteria shall include but is not limited to, the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads; and volume of work previously awarded, with the purpose of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The Request for Qualification shall include the evaluation and scoring criteria to be utilized by the Selection Committee. The higher the score the more qualified the firm.
- b. The Selection Committee may observe public presentations and conduct discussions with the firms pertaining to the firms' qualifications, approach to the project, and ability to furnish the required service. Each Selection Committee member shall rank each firm/individual observed through personal presentations by assigning the top firm number 1, the second-ranked firm number 2, etc. If interviews are not conducted, the rankings applied during the "short-list" phase will determine the rank order of firms for negotiation.
- c. Purchasing Services shall maintain this summary listing of the rank order of the firms evaluated, and present its recommendations of the three most qualified firms to the Negotiation Committee if at least three (3) firms respond to the announcement. Should the County be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the County shall terminate negotiations. The County shall then undertake negotiations with the third most qualified firm, and so forth as necessary until a contract can be entered into between the County and a firm.

## E. CONTRACT NEGOTIATION

1. The Negotiating Committee shall be comprised of the staff members of the County having knowledge and interest in the project requiring professional services. A majority of the Negotiating Committee shall constitute a quorum for contract negotiations purposes. The Negotiating Committee shall negotiate a contract with the most qualified firm for professional services at compensation, which is determined to be fair and reasonable. The County Attorney's Office shall be assigned to assist the committee in its negotiations, but shall not be a negotiating committee member.
2. For all lump-sum or cost-plus fixed fee contracts exceeding Category 4 as defined in Section 287.017, Florida Statutes, the firm awarded the contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.
3. In accordance with Section 287.055(6), Florida Statutes, each contract for professional services shall contain a prohibition against contingent fees as follows: "The architect (or registered land surveyor or professional engineer, as applicable) warrant that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered land surveyor, or professional engineer as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered land surveyor or professional engineer, as applicable) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

## F. REJECTIONS OF ALL PROPOSALS

The Board shall reserve the right to reject all proposals and re-issue the notice of the need for professional services.

## G. PRECEDENCE OF FLORIDA STATUTES AND FEDERAL/STATE GRANT GUIDELINES

In the case of any contradictions, irregularities or ambiguities between the procedures established in this Policy and Section 287.055, Florida Statutes, also known as the "Consultants' Competitive Negotiation Act," requirements directed in Section 287.055, Florida Statutes, applicable federal laws, as well as grant guidelines and provisions, or any other applicable Statute shall apply.

## H. CONTRACT ADMINISTRATION

1. If a contract has complied with the acquisition process set forth in this Policy, then the Board implicitly delegates authority to the respective County representative(s) to execute associated amendments, addenda, or task order changes in accordance with the requirements and thresholds established in Board Policy BCC-25 and Administrative Order AO-29.
2. Amendments, addenda or task order changes are to be considered individually and not cumulatively for the purpose of determining approval authority.
3. Splitting of amendments, addenda, or task order increases to circumvent established approval authority thresholds is prohibited.
4. In the case of continuing consultant contracts, all amendments, addenda, and task order increases shall comply with the limitations for continuing consultant contracts as set forth herein and in Section 287.055, Florida Statutes.

## IV. RESERVATION OF AUTHORITY

The Board reserves the right to amend or modify this policy at any time.

Attest:

Brevard County, Florida

\_\_\_\_\_  
Rachel Sadoff, Clerk

\_\_\_\_\_  
Rita Pritchett, Chair

Approved by the Board of County  
Commissioners on March 21, 2023.

Board of County Commissioners



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.12.

3/21/2023

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### **Subject:**

Approval of Attorney Fees - Mid-Reach Beach Restoration Project, Brevard County

### **Fiscal Impact:**

\$8,270.00

### **Dept/Office:**

County Attorney's Office

### **Requested Action:**

The County Attorney's Office requests Board approval to pay attorney's fees of \$8,270.00 in Brevard County v. Altman, et al, Case No. 05-2022-CA-052647 to Mr. Edgar Lopez of Harris, Harris, Bauerle, & Lopez.

### **Summary Explanation and Background:**

Pursuant to Resolution of Necessity 2022-139, the BOCC authorized the County Attorney's Office to file eminent domain proceedings to acquire easements across four parcels of land for the Brevard County Shore Protection Project. The County Attorney's Office filed suit but voluntarily dismissed the case in January 2023 in order to cure certain matters discovered to be present in the Resolution of Necessity and Petition. In accordance with Florida Statute 73.091 and 73.092, the County is required to pay the reasonable attorney fees and costs of the property owner's counsel that the property owner incurred in litigating the dismissed case. One counsel did not seek any attorney's fees. Mr. Edgar Lopez of Harris, Harris, Bauerle, Lopez, who represents two of the property owners, is seeking payment of attorney's fees. To resolve the fees associated with the dismissal, Mr. Lopez has agreed to reduce his current hourly rate and the rate of his paralegal to the rates that the Court awarded in the 2018 eminent domain case for these easements. This has reduced his claimed fees from \$10,612.50 to \$8,270.00. If the Board does not approve this fee request, Mr. Lopez can request the court abate the current eminent domain proceedings until such time as this fee matter is resolved by the court.

### **Clerk to the Board Instructions:**

None.

Brevard County v. Altman, et al  
Case No. 2022-CA-052647

March 8, 2023

**Re: Mid-Reach Beach Restoration Project in Brevard County**  
**Brevard County Case No. 2022-CA-052647**

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

TOTAL CURRENT FEES:	\$10,612.50
TOTAL CURRENT DISBURSEMENTS:	\$
<b>CURRENT BALANCE DUE:</b>	<b>\$10,612.50</b>

**PAYMENT IS DUE UPON RECEIPT**



**Attorney's Fees**

<b>Attorney/Paralegal</b>	<b>Total Hours</b>	<b>Hourly Rate</b>	<b>Due</b>
Edgar Lopez	17.8	@\$550	\$9,790
Rebecca Hoffpauir	4.7	@\$175	\$822.50
<b>Totals</b>	<b>22.5</b>		<b>\$10,612.50</b>



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.13.

3/21/2023

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**Subject:**

Item moved to Public Hearing

**Fiscal Impact:**

**Dept/Office:**

**Requested Action:**

**Summary Explanation and Background:**

**Clerk to the Board Instructions:**



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.14.

3/21/2023

### Subject:

Revisions to BCC-97 Providing for the Advertisement of Certain Postponed or Continued Public Hearings, and Amending the Board's Public Comment Procedures

### Fiscal Impact:

The cost of re-advertisements required when public hearings on the proposed enactment of ordinances are continued or postponed. The majority of re-advertisements are expected to be published on the County's publicly accessible website at minimal cost.

### Dept/Office:

County Attorney's Office

### Requested Action:

It is requested that the Board approve the revised BCC-97 policy to provide for the advertisement of certain postponed or continued public hearings relating to the enactment of ordinances, and to amend the Board's public comment procedures.

### Summary Explanation and Background:

In the recent case of *Testa v. Town of Jupiter Island*, No. 4D22-432, 2023 WL 1808293, (Fla. 4th DCA Feb. 8, 2023), the Fourth District Court of Appeal held that when a municipality postpones a public hearing on the proposed enactment of an ordinance, the subsequent hearing must be noticed in the same manner as the initial hearing. The court ruled that the notice of proposed enactment for the first meeting is not effective for the later meeting date.

The holding in the *Testa* case conflicts with other legal precedents and longstanding practice, and its application should be limited to its specific facts and the municipal ordinance enactment process. That said, until the *Testa* holding is addressed by legislation or clarifying case law, the conservative approach for counties is to advertise postponed or continued ordinance enactment hearings in the same manner that the initial hearing was advertised. It is requested that the Board amend subsection III.E.2. of BCC-97 accordingly.

Section 125.66, Florida Statutes, generally requires publication as provided in chapter 50, Florida Statutes, at least 10 days before the meeting to enact or amend a county ordinance. Going forward, most of the re-advertisements that will be required by this policy revision will be published on the County's publicly accessible website at minimal cost.

Additionally, based on the Chair's direction at the March 7, 2023 meeting, it is requested that the Board amend section III.G. of BCC-97 to remove the thirty-minute time limit from the public comment section which follows the consent agenda during each regular meeting, and to eliminate the second public comment section.

**Clerk to the Board Instructions:**

Please forward signed original to the County Manager's Office.



## POLICY

Number: BCC-97

Approved: ~~September 5, 2019~~ May 18, 2021

Amended: ~~May 18, 2021~~ March 21, 2023

Originator: County Attorney's Office

Review: ~~May 18, 2024~~ March 21, 2026

### TITLE: Board Meeting Rules and Procedures

#### I. Objective

Provide operating rules and procedures for the Board of County Commissioners to govern the meetings and authority of the Board and its members.

#### II. Authority

These rules are enacted and adopted under the authority of Section 125.01(1)(a), Florida Statutes. These rules shall be construed in a manner which is consistent with applicable state and federal law and to the extent of any conflict, applicable state or federal law shall prevail.

This BCC policy is intended to supersede Resolution 17-231 of the Board of County Commissioners. This policy shall control over any conflicting provision of BCC-55.

#### III. Rules and Procedures

##### A. ***Robert's Rules of Order and Quorum Requirements***

1. The Board of County Commissioners hereby adopts The Scott, Foresman *Robert's Rules of Order*, Newly Revised, 1990 Edition and any future editions of the same, as a guideline for conducting its meetings.
2. No action taken by the Board of County Commissioners shall be deemed invalid or otherwise unlawful for failure to strictly comply with *Robert's Rules of Order*.
3. To the extent of any conflict between rules or policies adopted by the Board of County Commissioners and *Robert's Rules of Order*, the adopted rules or policies of the Board of County Commissioners shall govern.
4. These rules and *Robert's Rules of Order* are subordinate to and governed by any applicable state or federal laws governing quorums, voting,

abstention, conflicts of interest, disclosure, public meetings or any other subject matter addressed in *Robert's Rules* or these rules.

5. For the purposes of meeting the requirements of *Robert's Rules of Order*, the Board of County Commissioners hereby establishes the presence of three members as a quorum for any meeting.

6. A motion to table takes priority over other pending motions.

**B. Calling and Cancellation of Meetings**

1. The time and place of regular meetings of the Board of County Commissioners shall be established by the Board under the authority of Section 125.01(1)(a), Florida Statutes, and Brevard County Code, Section 2-26 through 2-28 and, after January 1, 1995, Section 2.8 of the Brevard County Charter with the following exceptions

a) Zoning Board meetings shall commence no earlier than at 5:00 pm, unless altered by the Board.

b) Any regular or special meetings shall adjourn no later than 11:00 p.m., unless extended by the Board.

2. Special meetings may be called by the Chair or two or more Commissioners. Special meetings may also be called by the Chair or Vice Chair of the Board of County Commissioners in the event of a bona fide emergency or when necessary, upon advice of counsel, in order to comply with state or federal law.

3. Notice of any regular or special meeting of the Board of County Commissioners shall be provided in accordance with applicable state law and adopted county ordinances. In the event of emergency meetings, the Board shall provide as much notice as is reasonable under the circumstances which shall include, at a minimum, a posting of notice of the meeting as much in advance of the meeting as is possible under the circumstances.

4. Any regular or special meetings may be cancelled by majority vote of the Board of County Commissioners. A special or emergency meeting may be cancelled by the Chair of the Board only under extraordinary circumstances as follows:

a) In the case of an emergency meeting, when the emergency no longer exists as determined by the Chair and the County Manager;

b) When the purpose of the special meeting cannot be fulfilled as determined by the Chair and the County Manager;

c) When holding of the special or emergency meeting would violate state or federal law, as determined by the Chair upon advice from the County Attorney.

5. All meetings must comply with Section 286.011, Florida Statutes, and all other applicable open-government laws, unless otherwise exempt under those laws.

6. Action by the Board of County Commissioners at a special meeting shall be limited to the purpose for which the special meeting was called.

7. Action by the Board of County Commissioners at a Zoning board meeting shall be limited to those purposes related to land-use, unless the Board finds by a supermajority vote that delaying action until a regular meeting would be detrimental to the interests of the public.

**C. Authority of the Chair and Vice-Chair**

1. The Chair shall have the authority to conduct the meetings in the manner prescribed by *Robert's Rules of Order*, by this policy and by applicable state or federal law.

2. The Chair shall have the authority to execute such documents, agreements or ordinances as may be authorized by the Board or under applicable state or federal law.

3. The Chair shall have such other authority as may be prescribed by these rules and as may be incidental to the exercise of that authority.

4. The Vice-Chair, upon the out-of-county absence or incapacitation of the Chair, shall have and exercise the authority afforded the Chair. In the event both the Chair and Vice-Chair are absent from the County at a time when a meeting of the County Commission is necessary, due to emergency or otherwise, or in the event that it is necessary for someone to act in behalf of the absent Chair and Vice-Chair, the Chair Pro Tem is hereby declared to be the Commissioner with the lowest district number who is present in the County. In such circumstances, the temporary acting Chair shall have all authority that would otherwise have been vested in the Chair. A Chair Pro Tem can also be elected by the Commission for the purpose of exercising one or more specific functions that cannot be performed by the Chair or Vice-Chair.

#### **D. Agenda**

1. The rules governing the preparation, addition to and omissions from the agenda for any regular or special meeting shall be those established by Board of County Commissioners, Agenda Report Procedure Administrative Order Number AO-23, which is incorporated herein by reference.
2. The Chair of the Board shall have the authority to move agenda items in order to expedite the progression of a meeting, or to schedule items for a time certain.
3. The Board may approve, by single motion and a majority vote, all items included on a consent agenda. Any item removed from the consent agenda must be approved by separate motion and majority vote. Items may be removed from the consent agenda for full discussion. Removal of a consent agenda item may be requested at the Board meeting by any Board member, the County Manager, the County Attorney, or an individual filling a card seeking to speak on a specific matter at any time prior to the approval of the entire consent agenda. County Commissioners, the County Manager, and the County Attorney should make an effort, if possible, to communicate the intent to remove an item from the consent agenda before 12:00 noon on the Friday before the meeting at which the item is to be considered. Those items removed from the consent agenda shall be addressed after approval of the consent agenda.
4. Board action on matters requested by a Commissioner, individuals, groups and organizations shall be placed under New Business and identified by the specific action being requested. Citizen requests are items presented by individuals, groups or organizations, and sponsored by a county commissioner or items placed on the agenda after Public Comment and a vote by the Board to place the item on the agenda.
5. Special presentations to the Board by other governmental officials can be scheduled under New Business, or brief presentations not requiring lengthy discussion can be scheduled as a Guest Appearance under Resolutions and Awards.
6. Board meetings may begin with a moment of silence.

#### **E. Public Meetings**

1. The procedure and content for conducting all public meetings shall be governed by applicable provisions of state or federal law.



2. Public hearings on items which required advertisement prior to the public meeting may be continued to a date and time certain upon majority vote approving a motion to that effect. For public hearings related to the enactment of a proposed ordinance, including, but not limited to, code amendments, comprehensive plan amendments, and rezoning ordinances, the continued hearing shall be advertised in the same manner that was required of the initial hearing.

3. All persons wishing to address the Board of County Commissioners regarding an agenda item or public comment at a public meeting shall address the commission by abiding by the following requirements:

a) Each person shall fill out a card indicating his/her desire to appear on a specified agenda item or public comment and present the card to the person designated by the Board to collect those cards, prior to the discussion of the item.

b) Every person addressing the Board shall have three minutes to complete his/her remarks on public comment or each agenda item for which he/she has filled out a card. The Chair has the discretion to determine or alter time limits on any item which is not a quasi-judicial public hearing. The Board may vote to amend time limits on public meeting items which are legislative in nature and not quasi-judicial zoning procedures. The time limit shall include any time allocated for video, Power Point or other electronic presentation as described in the section entitled Video, Power Point and other Electronic Presentations.

c) No person may share or transfer his/her allotted time period on any agenda item to any other person.

d) All remarks shall be made to the Board as a body. Any questions raised shall be addressed to the Chair and no speaker shall address any individual Commissioner without obtaining the permission of the Chair. All questions directed to members of the Board shall be addressed through the chair, unless the speaker has been asked a direct question by a particular Commissioner.

e) Personal, obscene or slanderous remarks shall not be permitted.

f) Any speaker may supplement his/her presentation by presenting written comments to the Board.

g) All new evidence or documentation which is not presented to the Planning & Zoning Board shall be submitted to the County staff at least two weeks prior to the date of the public hearing at which the Board of County Commissioners will consider the matter. In the event new materials are submitted at the public hearing, the new materials shall constitute grounds for the Board of County Commissioners to continue the item to the next zoning meeting or for a minimum of thirty (30) days to consider the new evidence submitted.

h) In cases of appeals of administrative interpretations and vested rights determinations and zoning cases, as determined by the Board, where it is apparent that a particular issue is controversial and subject to objections or opposing evidence, or is denied, the Board of County Commissioners may adopt a resolution stating its determination. The resolution shall be drafted upon the vote of the Board of County Commissioners after the close of the public hearing and returned to the Board of County Commissioners for final adoption at a publicly advertised meeting as a consent item. Any party affected by the Board of County Commissioners decision on an appeal of an administrative interpretation, vested rights determination, or zoning case shall have 30 days from the date the resolution is executed to file an appeal in the circuit court.

4. Quasi-judicial Hearings, or public hearings at which applications for rezoning, site-specific land use amendments or other site-specific development orders are considered shall be governed by the procedures set forth above under Public meetings and as supplemented by the following procedures. The time limits provided for quasi-judicial hearings are in lieu of the time limits provided under Section E (3) (b) above. Video, Power Point and electronic presentations shall be included within the time limits provided below.

a) The administrative staff shall present a summary of the application.

b) The applicant shall have a choice of being given a total of 15 minutes to present its application or dividing the 15 minutes between multiple persons. If the applicant chooses the 15 minutes option, the applicant may, in any manner it deems appropriate, divide the 15 minutes between its initial application and any rebuttal it may wish to present. The applicant shall be allowed to cross examine other speakers at the end of the speaker's presentation on material and relevant issues. The time required for the cross examination shall be deducted from the total amount of time allotted to the applicant. If the applicant chooses to use the entire 15 minutes for the initial presentation, the applicant will be deemed to have waived any right or opportunity for cross examination

of other speakers. In addition to, or in lieu of cross examination, the applicant may request an additional seven (7) days beyond the date of the hearing to submit evidence in rebuttal of testimony presented by persons presenting evidence in opposition to the applicants and tabling of the item to allow consideration of the submission. The Board has the discretion to allow additional time for cross examination or tabling.

c) Any person who has filled out a card, as provided for above, and who is interested in addressing the Board of County Commissioners on the matter under consideration, shall be given five minutes within which to make his/her presentation.

d) At the conclusion of the five-minute presentations by all persons filling out cards, the applicant shall be given whatever time period has been reserved within which to rebut any arguments, facts or positions presented during the public hearing.

e) At the conclusion of the presentations made by the staff, the applicant and any speakers, the Board of County Commissioners shall submit the matter under consideration to discussion among the Board members. Any Board member may ask any question of the applicant or staff or any other person. At the conclusion of the discussion of the matter, the applicant shall be given an additional two minutes to rebut any facts, positions or information presented in response to questions posed during the discussion.

f) Any documentary or physical evidence presented to the Board of County Commissioners in support of, or in opposition to, an application shall be offered into the record by submitting a copy of the same to the Clerk to the Board, who shall keep such documentary and physical evidence as part of the record of the proceeding. It shall be the responsibility of the party offering the evidence to make sure that it is received by the Clerk to the Board as part of the record. The staff report presented on any application and all applicable Brevard County codes and ordinances shall be deemed part of the record in all applications considered by the Board.

g) In cases of appeals of administrative interpretations and vested rights determinations and zoning cases as determined by the Board, the Board of County Commissioners may adopt a resolution stating its determination. The resolution shall be drafted upon the vote of the Board of County Commissioners after the close of the public hearing and returned to the Board of County Commissioners for final adoption at a continuation of the public hearing. Any party affected by the Board of

County Commissioners decision on an appeal of an administrative interpretation shall have 30 days from the date the resolution is executed to file an appeal in the circuit court.

h) It shall be the responsibility of any person deciding to appeal any decision made by the Board of County Commissioners with respect to any matter considered at a public hearing under this section, to ensure that a verbatim record of the proceedings is made, which record shall include the testimony and evidence upon which any such appeal is to be based. It shall further be the responsibility of any such person to ensure that the Clerk to the Board receives copies of any such transcript or evidence.

5. Any person, not otherwise prohibited by statute, Charter provision, or ordinance, may discuss, with any Board member, any matter on which action may be taken by the Board of County Commissioners whether the matter is quasi-judicial in nature or not. If the matter is quasi-judicial (rezoning, site specific plan amendment, development of regional impact or appeal of administrative interpretation) the following procedures must be complied with in order to remove any presumption of prejudice which may arise from the ex parte communication with the County Commission member. In addition, as to appeals of administrative interpretations, staff conferences shall be disclosed as described below.

a) the subject of the communication and the identity of the person, group, or entity with whom the communication took place, must be disclosed and made a part of the record before the final action on the matter.

b) written communications must be made a part of the record before final action on the matter;

c) the existence of investigations, site visits, or expert opinions obtained on a particular matter must be made a part of the record before final action on the matter;

d) the law requires the disclosures made pursuant to paragraphs (a), (b), and (c) to be made before or during the public meeting at which the vote is taken on such matters so that persons who have opinions contrary to those expressed in the ex parte communications are given reasonable opportunity to refute or respond to the communication. The Board chooses to use a uniform system for reporting and disclosing such contacts. Prior to the meeting, all commissioners shall provide a written summary of any ex parte contact with any applicants or citizens on any

item on the agenda. The summary shall contain the names of the people who met with the commissioner, the location of the meeting and the topics discussed in the meetings. The written summary shall be sent to the Zoning Director to be placed in the official zoning file. In the event such disclosure is not provided prior to the meeting, the disclosure may be made at the public hearing immediately before the item is heard by the Board of County Commissioners.

**F. Resolutions, Awards and Presentations**

1. Requests for presentation of resolutions and/or awards must be made with a Commission Office or the County Manager and scheduled as part of the agenda under the heading of Resolutions, Awards and Presentations. Requests should be directed to a Commission Office or County Manager. A written summary, with appropriate supporting or background material, is required to be included.

2. A Guest Appearance may be scheduled for an individual to make a brief presentation under Resolutions, Awards and Presentations by a Commissioner, County Manager or County Attorney.

**G. Public Comments**

1. The agenda shall provide a section for public comment ~~limited to thirty (30) minutes~~ following approval of the consent agenda during each ~~Regular~~ regular County Commission ~~Meeting~~ meeting. The purpose of public comment is to allow individuals to comment on any topic relating to County business which is not on the meeting agenda. Individuals delivering public comment shall be restricted to a three-minute time limit on their presentation. ~~During this thirty (30) minute segment of public comment, s~~Speakers will be heard in the order in which they turned in a pink card asking to be heard. ~~Any speaker not heard during the first thirty minute segment will be heard during a second public comment segment held at the conclusion of business specified on the regular Commission agenda. Individuals may not speak under both the first and second public comment period.~~ With the exception of emergency items, the Board will take no action under the Public Comment section, but can refer the matter to another meeting agenda or request a staff report.

**H. Rules of Decorum for Members of the Public Addressing the Board.**

1. **Addressing the Board/Subject Matter.** Speakers who wish to address the Board, whether on an agenda item or under public comment, shall fill out a card specifying the agenda item or subject they wish to address.

a) Any person addressing the Board on an agenda item shall limit his or her comments to the agenda item that has been specified in the card filled out by the speaker.

b) A speaker shall limit comments made during public comment to matters that are within the control, authority and jurisdiction of the County Commission and to those items where the Board has traditionally expressed a position for the betterment of the community interest.

## 2. Rules of Decorum

a) The County Commission declares it to be Board policy to promote the maximum participation in County affairs by affected or interested citizens in accordance with the First Amendment protections guaranteed under the United States Constitution. However, it is also the Board policy, to the fullest extent possible, to protect individuals from comments that assault their character. In furtherance of that policy, no person who addresses the County Commission shall make slanderous, profane or other remarks that are not protected by the First Amendment, with full recognition that public figures are not subject to the same degree of protection from critical comments as other individuals.

b) In the event serious allegations of misconduct or incompetence are alleged against any County employee, the Board may abate the matter and request the County Manager to investigate the allegations. The Board shall also offer the employee, at the employee's discretion, the opportunity to be present during the proceeding in order to address the allegations. The County Manager may offer the County employee administrative leave to allow the employee the opportunity to investigate the allegation and appear at a subsequent meeting to address such allegations.

c) Persons speaking under the public comment portion of the agenda may address topics or issues under the jurisdiction or control of the County Commission or that are relevant to business of the County Commission.

d) It is the policy of the Board of County Commissioners to respect minority views as well as differing opinions, conclusions, backgrounds and beliefs. The Board finds that input from differing perspectives enriches public discussion and helps to build a better consensus. It is therefore the objective of the Board to conduct business in a manner that facilitates and encourages the presentation of diverse views while maintaining civility during all Board proceedings.

e) Since the County Commission has no jurisdiction or authority over the charging of prosecution of criminal violations any allegation of criminal behavior against a person or organization should be presented to the State Attorney, Sheriff or other law enforcement agency with jurisdiction. The foregoing sentence shall not be construed to restrict, prohibit or affect the ability of any person to bring to the attention of the County Commission possible violations of the Code of Ethics for Public Officers and Employees, the Florida Sunshine Law, the Florida Public Records Law, other laws relating to county business, or violations of other laws over which the Commission has jurisdiction or authority to take corrective action.

#### **I. Video, Power Point and other Electronic Presentations**

Video, Power Point and other electronic presentations are to be limited to no longer than three minutes, and must be reviewed by County production staff, the Chair and the County Manager no less than twenty-four (24) hours prior to the meeting to ensure that the Board, live and broadcast audiences are not subjected to unsuitable videos which could contain material considered in conflict with accepted community standards regarding obscenity and pornography.

1. Only a separately stored video, Power Point or electronic presentation, of no more than three (3) minutes in length, will be accepted. Lengthy presentations for more than one presenter that require stopping and starting the same tape will not be accepted.
2. A person presenting a video, Power Point or other electronic presentation must state so on the speaker's card. The presenter must be familiar with the content of the presentation or video and be able to address any questions relating to the presentation or video that may be raised by the Board, staff, or other citizens.
3. Any video, Power Point or other presentation that contains news footage, broadcast or organization/ agency/ commercial programming will not be shown unless presenter provides a written waiver for re-broadcast use from the entity holding the copyright.
4. No video, Power Point, or other electronic presentation promoting a commercial enterprise will be shown unless related to relevant agenda items.

**J. Ordinances and Resolutions**

1. All ordinances and resolutions shall be adopted in the manner prescribed by law.
2. All notices required to be published for re-zonings or site-specific land use amendments shall state the specific action being requested of the Board. Such notice shall also indicate that the Board may grant "such other less intense zoning or land use classification as may be deemed appropriate.

**K. Suspension of Rules**

1. Any provision of these rules, including the provisions of Robert's Rules of Order as incorporated by these rules, may be suspended by majority vote of the Board of County Commissioners to the extent that such a suspension would not be inconsistent with applicable law.

**L. By-Laws**

These procedures shall be considered by-laws for the purposes of Robert's Rules of Order.

**M. Reservation of Authority**

The authority to issue and/or to revise or waive this policy is reserved to the Board of County Commissioners.

ATTEST:

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Rachel Sadoff, Clerk

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Rita Pritchett, Chair  
BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA  
As approved by the Board on: \_\_\_\_\_





BOARD OF COUNTY COMMISSIONERS

## POLICY

Number: BCC-97

Approved: May 18, 2021

Amended: March 21, 2023

Originator: County Attorney's Office

Review: March 21, 2026

### TITLE: Board Meeting Rules and Procedures

#### I. Objective

Provide operating rules and procedures for the Board of County Commissioners to govern the meetings and authority of the Board and its members.

#### II. Authority

These rules are enacted and adopted under the authority of Section 125.01(1)(a), Florida Statutes. These rules shall be construed in a manner which is consistent with applicable state and federal law and to the extent of any conflict, applicable state or federal law shall prevail.

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constitute grounds for the Board of County Commissioners to continue the item to the next zoning meeting or for a minimum of thirty (30) days to consider the new evidence submitted.

h) In cases of appeals of administrative interpretations and vested rights determinations and zoning cases, as determined by the Board, where it is apparent that a particular issue is controversial and subject to objections or opposing evidence, or is denied, the Board of County Commissioners may adopt a resolution stating its determination. The resolution shall be drafted upon the vote of the Board of County Commissioners after the close of the public hearing and returned to the Board of County Commissioners for final adoption at a publicly advertised meeting as a consent item. Any party affected by the Board of County Commissioners decision on an appeal of an administrative interpretation, vested rights determination, or zoning case shall have 30 days from the date the resolution is executed to file an appeal in the circuit court.

4. Quasi-judicial Hearings, or public hearings at which applications for rezoning, site-specific land use amendments or other site-specific development orders are considered shall be governed by the procedures set forth above under Public meetings and as supplemented by the following procedures. The time limits provided for quasi-judicial hearings are in lieu of the time limits provided under Section E (3) (b) above. Video, Power Point and electronic presentations shall be included within the time limits provided below.

a) The administrative staff shall present a summary of the application.

b) The applicant shall have a choice of being given a total of 15 minutes to present its application or dividing the 15 minutes between multiple persons. If the applicant chooses the 15 minutes option, the applicant may, in any manner it deems appropriate, divide the 15 minutes between its initial application and any rebuttal it may wish to present. The applicant shall be allowed to cross examine other speakers at the end of the speaker's presentation on material and relevant issues. The time required for the cross examination shall be deducted from the total amount of time allotted to the applicant. If the applicant chooses to use the entire 15 minutes for the initial presentation, the applicant will be deemed to have waived any right or opportunity for cross examination of other speakers. In addition to, or in lieu of cross examination, the applicant may request an additional seven (7) days beyond the date of the hearing to submit evidence in rebuttal of testimony presented by persons presenting evidence in opposition to the applicants and tabling

of the item to allow consideration of the submission. The Board has the discretion to allow additional time for cross examination or tabling.

c) Any person who has filled out a card, as provided for above, and who is interested in addressing the Board of County Commissioners on the matter under consideration, shall be given five minutes within which to make his/her presentation.

d) At the conclusion of the five-minute presentations by all persons filling out cards, the applicant shall be given whatever time period has been reserved within which to rebut any arguments, facts or positions presented during the public hearing.

e) At the conclusion of the presentations made by the staff, the applicant and any speakers, the Board of County Commissioners shall submit the matter under consideration to discussion among the Board members. Any Board member may ask any question of the applicant or staff or any other person. At the conclusion of the discussion of the matter, the applicant shall be given an additional two minutes to rebut any facts, positions or information presented in response to questions posed during the discussion.

f) Any documentary or physical evidence presented to the Board of County Commissioners in support of, or in opposition to, an application shall be offered into the record by submitting a copy of the same to the Clerk to the Board, who shall keep such documentary and physical evidence as part of the record of the proceeding. It shall be the responsibility of the party offering the evidence to make sure that it is received by the Clerk to the Board as part of the record. The staff report presented on any application and all applicable Brevard County codes and ordinances shall be deemed part of the record in all applications considered by the Board.

g) In cases of appeals of administrative interpretations and vested rights determinations and zoning cases as determined by the Board, the Board of County Commissioners may adopt a resolution stating its determination. The resolution shall be drafted upon the vote of the Board of County Commissioners after the close of the public hearing and returned to the Board of County Commissioners for final adoption at a continuation of the public hearing. Any party affected by the Board of County Commissioners decision on an appeal of an administrative interpretation shall have 30 days from the date the resolution is executed to file an appeal in the circuit court.

h) It shall be the responsibility of any person deciding to appeal any decision made by the Board of County Commissioners with respect to any matter considered at a public hearing under this section, to ensure that a verbatim record of the proceedings is made, which record shall include the testimony and evidence upon which any such appeal is to be based. It shall further be the responsibility of any such person to ensure that the Clerk to the Board receives copies of any such transcript or evidence.

5. Any person, not otherwise prohibited by statute, Charter provision, or ordinance, may discuss, with any Board member, any matter on which action may be taken by the Board of County Commissioners whether the matter is quasi-judicial in nature or not. If the matter is quasi-judicial (rezoning, site specific plan amendment, development of regional impact or appeal of administrative interpretation) the following procedures must be complied with in order to remove any presumption of prejudice which may arise from the ex parte communication with the County Commission member. In addition, as to appeals of administrative interpretations, staff conferences shall be disclosed as described below.

a) the subject of the communication and the identity of the person, group, or entity with whom the communication took place, must be disclosed and made a part of the record before the final action on the matter.

b) written communications must be made a part of the record before final action on the matter;

c) the existence of investigations, site visits, or expert opinions obtained on a particular matter must be made a part of the record before final action on the matter;

d) the law requires the disclosures made pursuant to paragraphs (a), (b), and (c) to be made before or during the public meeting at which the vote is taken on such matters so that persons who have opinions contrary to those expressed in the ex parte communications are given reasonable opportunity to refute or respond to the communication. The Board chooses to use a uniform system for reporting and disclosing such contacts. Prior to the meeting, all commissioners shall provide a written summary of any ex parte contact with any applicants or citizens on any item on the agenda. The summary shall contain the names of the people who met with the commissioner, the location of the meeting and the topics discussed in the meetings. The written summary shall be sent to the Zoning Director to be placed in the official zoning file. In the event



such disclosure is not provided prior to the meeting, the disclosure may be made at the public hearing immediately before the item is heard by the Board of County Commissioners.

**F. Resolutions, Awards and Presentations**

1. Requests for presentation of resolutions and/or awards must be made with a Commission Office or the County Manager and scheduled as part of the agenda under the heading of Resolutions, Awards and Presentations. Requests should be directed to a Commission Office or County Manager. A written summary, with appropriate supporting or background material, is required to be included.
2. A Guest Appearance may be scheduled for an individual to make a brief presentation under Resolutions, Awards and Presentations by a Commissioner, County Manager or County Attorney.

**G. Public Comments**

1. The agenda shall provide a section for public comment following approval of the consent agenda during each regular County Commission meeting. The purpose of public comment is to allow individuals to comment on any topic relating to County business which is not on the meeting agenda. Individuals delivering public comment shall be restricted to a three-minute time limit on their presentation. Speakers will be heard in the order in which they turned in a pink card asking to be heard. With the exception of emergency items, the Board will take no action under the Public Comment section, but can refer the matter to another meeting agenda or request a staff report.

**H. Rules of Decorum for Members of the Public Addressing the Board.**

1. **Addressing the Board/Subject Matter.** Speakers who wish to address the Board, whether on an agenda item or under public comment, shall fill out a card specifying the agenda item or subject they wish to address.
  - a) Any person addressing the Board on an agenda item shall limit his or her comments to the agenda item that has been specified in the card filled out by the speaker.
  - b) A speaker shall limit comments made during public comment to matters that are within the control, authority and jurisdiction of the County Commission and to those items where the Board has traditionally expressed a position for the betterment of the community interest.

2. Rules of Decorum

a) The County Commission declares it to be Board policy to promote the maximum participation in County affairs by affected or interested citizens in accordance with the First Amendment protections guaranteed under the United States Constitution. However, it is also the Board policy, to the fullest extent possible, to protect individuals from comments that assault their character. In furtherance of that policy, no person who addresses the County Commission shall make slanderous, profane or other remarks that are not protected by the First Amendment, with full recognition that public figures are not subject to the same degree of protection from critical comments as other individuals.

b) In the event serious allegations of misconduct or incompetence are alleged against any County employee, the Board may abate the matter and request the County Manager to investigate the allegations. The Board shall also offer the employee, at the employee's discretion, the opportunity to be present during the proceeding in order to address the allegations. The County Manager may offer the County employee administrative leave to allow the employee the opportunity to investigate the allegation and appear at a subsequent meeting to address such allegations.

c) Persons speaking under the public comment portion of the agenda may address topics or issues under the jurisdiction or control of the County Commission or that are relevant to business of the County Commission.

d) It is the policy of the Board of County Commissioners to respect minority views as well as differing opinions, conclusions, backgrounds and beliefs. The Board finds that input from differing perspectives enriches public discussion and helps to build a better consensus. It is therefore the objective of the Board to conduct business in a manner that facilitates and encourages the presentation of diverse views while maintaining civility during all Board proceedings.

e) Since the County Commission has no jurisdiction or authority over the charging or prosecution of criminal violations, any allegation of criminal behavior against a person or organization should be presented to the State Attorney, Sheriff or other law enforcement agency with jurisdiction. The foregoing sentence shall not be construed to restrict, prohibit or affect the ability of any person to bring to the attention of the

County Commission possible violations of the Code of Ethics for Public Officers and Employees, the Florida Sunshine Law, the Florida Public Records Law, other laws relating to county business, or violations of other laws over which the Commission has jurisdiction or authority to take corrective action.

**I. Video, Power Point and other Electronic Presentations**

Video, Power Point and other electronic presentations are to be limited to no longer than three minutes, and must be reviewed by County production staff, the Chair and the County Manager no less than twenty-four (24) hours prior to the meeting to ensure that the Board, live and broadcast audiences are not subjected to unsuitable videos which could contain material considered in conflict with accepted community standards regarding obscenity and pornography.

1. Only a separately stored video, Power Point or electronic presentation, of no more than three (3) minutes in length, will be accepted. Lengthy presentations for more than one presenter that require stopping and starting the same tape will not be accepted.
2. A person presenting a video, Power Point or other electronic presentation must state so on the speaker's card. The presenter must be familiar with the content of the presentation or video and be able to address any questions relating to the presentation or video that may be raised by the Board, staff, or other citizens.
3. Any video, Power Point or other presentation that contains news footage, broadcast or organization/ agency/ commercial programming will not be shown unless presenter provides a written waiver for re-broadcast use from the entity holding the copyright.
4. No video, Power Point, or other electronic presentation promoting a commercial enterprise will be shown unless related to relevant agenda items.

**J. Ordinances and Resolutions**

1. All ordinances and resolutions shall be adopted in the manner prescribed by law.
2. All notices required to be published for re-zonings or site-specific land use amendments shall state the specific action being requested of the Board.

Such notice shall also indicate that the Board may grant "such other less intense zoning or land use classification as may be deemed appropriate.

**K. Suspension of Rules**

1. Any provision of these rules, including the provisions of Robert's Rules of Order as incorporated by these rules, may be suspended by majority vote of the Board of County Commissioners to the extent that such a suspension would not be inconsistent with applicable law.

**L. By-Laws**

These procedures shall be considered by-laws for the purposes of Robert's Rules of Order.

**M. Reservation of Authority**

The authority to issue and/or to revise or waive this policy is reserved to the Board of County Commissioners.

ATTEST:

\_\_\_\_\_  
Rachel Sadoff, Clerk

\_\_\_\_\_  
Rita Pritchett, Chair  
BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA  
As approved by the Board on: \_\_\_\_\_



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.15.

3/21/2023

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### **Subject:**

Authorize Chair to execute an agreement with the firm of Gardner, Bist, Bowden, et al for legal services to be rendered on behalf of Brevard County with regard to environmental law issues.

### **Fiscal Impact:**

TBD

### **Dept/Office:**

County Attorney's Office / Utility Services Department

### **Requested Action:**

Request authorization for the Chair to execute letter agreement with the firm of Gardner, Bist, Bowden et al for legal services to be rendered on behalf of Brevard County with regard to environmental law issues.

### **Summary Explanation and Background:**

On October 4, 2011, the Board of County Commissioners previously executed an agreement with the firm for legal services for environmental law issues in support of the Solid Waste Management Department.

Utility Services now desires to utilize the services of the firm for environmental law issues related to wastewater treatment facilities. The attached letter agreement for representation sets forth the hourly rates that will be charged for legal work completed by the firm.

The Board's policy on outside counsel, BCC-36, also attached, will be part of the agreement.

### **Clerk to the Board Instructions:**



Gardner, Bist, Bowden, Dee, LaVia,  
Wright, Perry & Harper, P.A.  
Attorneys at Law

Michael P. Bist  
Garvin B. Bowden\*  
David S. Dee  
Charles R. Gardner  
Robert A. "Gus" Harper, III  
John T. LaVia, III  
Timothy J. Perry+  
Robert Scheffel "Schef" Wright

1300 Thomaswood Drive  
Tallahassee, Florida 32308  
Telephone 850.385.0070  
Facsimile 850.385.5416  
www.gblegal.com

March 15, 2023

\*Board Certified Real Estate Lawyer  
+Also Licensed to Practice in Alabama

Morris Richardson  
County Attorney  
Brevard County  
2725 Judge Fran Jamieson Way  
Viera, Florida 32940

Re: Legal Representation of Brevard County

Dear Mr. Richardson:

Based on our recent video conference and subsequent telephone conversations, it is my understanding that Brevard County ("County") wishes to retain this law firm ("Firm") to assist with environmental law matters, including but not limited to compliance matters associated with the County's wastewater treatment facilities.

On behalf of this Firm, I am sending you this letter to confirm that we would be delighted to work with the County on these issues. At your direction, the Firm also will be available to assist with related items, on an as-needed basis, when requested to do so. Accordingly, I have prepared this engagement letter, which describes the general principles that will govern our work for the County.

#### Qualifications and Case Management

With the County's approval, Timothy J. Perry and I will take primary responsibility for representing the County. I have more than 30 years and Tim has more than 20 years of experience working on environmental and administrative proceedings. More detailed descriptions of our qualifications can be found on the Firm's website.

We will work closely with you and other representatives of the County to ensure that the County's matters are staffed appropriately. We want the County's work to be performed in the

most efficient and cost-effective manner possible, while fully utilizing the Firm's expertise.

#### Fees and Billing Practices

We charge our clients an hourly rate for our legal services. The rates that will be charged to the County are shown on Exhibit A, which is attached to this letter.

We are sensitive to the costs of legal services and we understand that every client wishes to avoid unnecessary expenses. Accordingly, we will use our best efforts to ensure that the County's work is performed as efficiently as possible.

The County will be responsible for reasonable out-of-pocket costs, if any, that we incur during our representation of the County. Such costs may include: (a) copying charges if we use a third-party company to copy a large number of documents; (b) courier services, such as UPS or FedEx; (c) legal research costs if we are required to undertake extensive or unusual legal research projects; and (d) reasonable travel expenses for hotels, food, and mileage. Any requests for reimbursements for meals, per diem, and travel will conform to the restrictions in Section 112.061, Florida Statutes. To the extent practicable, travel will be kept to a minimum and shall be approved in advance by the County.

We will provide the County with an itemized monthly invoice for our services. The invoice will identify each task that has been performed during the month, the person that performed the work, the date on which the work was performed, and the amount of our costs. Our invoices will include receipts or other appropriate documentation for our costs. All expenses will be billed at the actual cost incurred by the Firm with no mark-up or multiplier.

The County provided us with a copy of the County's policy (No. BCC-36) concerning "Legal Services with Outside Counsel." We agree that this Firm will abide by the County's requirements in BCC-36.

Brevard County  
March 15, 2023  
Page 3

Our invoices will be sent to the attention of the County Attorney. Our invoices are payable upon receipt. If our invoices are not paid within 45 days, we reserve our right to charge interest on the outstanding balance in accordance with the Local Government Prompt Payment Act, Sections 218.70 et seq., Florida Statutes.

The County may terminate this agreement at any time, with or without cause, but shall pay the Firm for all services provided prior to the date of termination.

#### Conflicts of Interest

We are not aware of any conflicts of interest that would arise under The Florida Bar's Rules of Professional Conduct if we were to represent the County in the manner described herein. Of course, we will promptly notify you and the County if we become aware of a conflict of interest in the future.

#### Conclusion


We hope that our proposal is acceptable to the County. If it is, the appropriate County official should sign this agreement in the space provided below and then return a copy of the signed agreement to me. This agreement will take effect upon execution by the County.

Please call me if you have any questions. We look forward to a pleasant and successful relationship with you and Brevard County.

Sincerely,

GARDNER, BIST, BOWDEN, DEE,  
LAVIA, WRIGHT, PERRY & HARPER, P.A.

By:

  
\_\_\_\_\_  
John T. LaVia, III  
For the Firm



Brevard County  
March 15, 2023  
Page 4

Accepted and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2023.

Brevard County

By: \_\_\_\_\_

EXHIBIT A

GARDNER, BIST, BOWDEN, DEE,  
LAVIA, WRIGHT, PERRY & HARPER, P.A.

	<u>RATE</u>
MICHAEL P. BIST	\$300 per hour
GARVIN B. BOWDEN	\$300 per hour
DAVID S. DEE	\$300 per hour
CHARLES R. GARDNER	\$300 per hour
GUS HARPER	\$300 per hour
JOHN T. LAVIA, III	\$300 per hour
TIMOTHY J. PERRY	\$300 per hour
ROBERT SCHEFFEL WRIGHT	\$300 per hour

## POLICY

**TITLE:** Legal Services with Outside Counsel

**NUMBER:** BCC-36

**CANCELS** July 25, 2006

**APPROVED:** July 29, 2008

**ORIGINATOR:** County Attorney

**REVIEW:** July 29, 2011

### I. OBJECTIVE

To establish guidelines for the retention and use of outside legal services and shall be attached and incorporated into all contracts executed by outside counsel.

### II. DEFINITIONS AND REFERENCES

### III. DIRECTIVES

#### A. TRANSACTION MANAGEMENT AND STRATEGY

##### 1. Cooperation

We seek a cooperative teamwork approach to working with outside counsel and believe this is best achieved through open and active communications. The responsible Assistant County Attorney and your firm should consult on the management, strategy, procedure and all other significant aspects of a transaction or case. You and your firm should advise the attorney in advance of all important meetings, hearings, and other major events in a transaction or case.

##### 2. Conflicts of Interest

The County expects its counsel to be free of conflicting interests and the appearance of conflicting interest. Potential conflicts are to be discussed with the responsible Assistant County Attorney immediately. The County expects financial concessions (e.g., return of fees paid) if a conflict or appearance of conflict requires the retention of alternate counsel.

3. Communications

Simultaneously with finding, copies of critical pleadings, motions, discovery, and correspondence should be forwarded to the responsible Assistant County Attorney after they have been served.

We expect you to be diligent in re-using off-the-shelf research to reduce your workload and our costs.

The principal contact between your firm and the County will be the responsible Assistant County Attorney. Please keep the County Attorney advised of any contacts you have with other County personnel outside of the Legal Department.

4. Staffing

The efficient and economical use of resources requires the County pre-approve both the staffing and the specific individuals within your firm who will be working on the County matter. The County will not pay fees for unapproved staff, nor for time spent by more than one attorney attending meetings, witness interviews, depositions, hearings, or other proceedings. The County will not pay fees in excess of eight (8) hours per day for any one individual except under exigent circumstances, the County will not pay any incremental costs resulting from substitution of counsel and then only with advance approval. If there is any uncertainty as to the level of effort County desires for any matter, we encourage you to discuss this candidly with the responsible Assistant County Attorney.

The employee at the lowest level of your firm's organization structure who is capable of doing the job, and who routinely does the job, should be the one assigned to it. For example, partners should not be billing for research, digesting depositions, drafting routine pleadings, or routine administrative work. Lawyers should not be billing for work that is typically assigned to a paralegal or an administrative employee, unless it results in lower overall costs to the County.

The responsible Assistant County Attorney should be consulted when it may be more efficient or economical for the County to perform certain tasks. In such event, a prompt determination will be made as to whether it is appropriate for County personnel to perform such tasks.

We expect you to utilize all the resources of the firm, including conferences with other firm attorneys, and we expect your firm to share the costs of such conferences. The billings for intra-office conferences shall be kept to a minimum.

5. Budgeting

From time to time for fiscal planning purposes, the responsible Assistant County Attorney may request a written budget applicable to the matter or case for which you have been retained. From time to time, we may request that you set specific limits on the time and resources you devote to certain matters. The County attorney may specify that the budget will be a not-to-exceed authorization and excesses shall be absorbed by the firm. In appropriate situations, we may also request "fixed price" or contingency fee arrangements. The Board of County Commissioners approve said budget. Once a budget is approved, your firm must stay within the budgeted amount unless an expanded budget is approved by the County Commission.

6. Work Handled by In-House Counsel

In order to effectuate cost savings, at the discretion of your firm, the responsible Assistant County Attorney may be used to coordinate employee witnesses and perform the initial factual investigation and in-house interviews. The Assistant County Attorney will arrange for any necessary meetings or interaction between outside counsel and County employees.

7. Discovery

We believe that discovery is necessary and essential for effective litigation. However, discovery, if not effectively controlled and managed, can result in major costs. Effective can result in obtaining fast results, thus perhaps saving County money in the long run. Discovery should proceed expeditiously to the extent necessary to obtain reasonably timely resolution of the litigation. Deposition schedules of county employee should be cleared with the Assistant County Attorney. Only one attorney from your law firm should attend a deposition or hearing related to discovery unless prior approval is obtained.

8. Strategy and Settlements

It is the policy of the County Attorney's Office to keep the Board of County Commissioners apprised of major developments in pending litigation. The County Attorney and the responsible Assistant County Attorney will be involved in any strategy or settlement discussions or proceedings. All demands, counter-demands and in-court pronouncements regarding settlements should be discussed with the County Attorney for scheduling and presentation to the Board of County Commissioners at an executive session. Any final settlement of any matter is subject to the express approval of the County Attorney and the Board of County

Commissioners. Alternate dispute resolution should be considered for all litigation and disputes.

9. Rate Increases

There shall be no increases in the rates charged by a firm's members or employees, as applied to a case involving the county, without County Commission approval after at least sixty (60) days' advance written notice. Approval of a reasonable rate increase shall not be unreasonably withheld every fourth year in the course of the litigation.

10. Minimum Charges

There shall be no standard minimum charges for any services performed such as telephone calls, file review, etc. Only the actual time expended shall be charged.

11. Disbursements

The County will not pay for administrative expenses such as secretarial time, work processing, overtime, or file maintenance. These expenses are to be included in your hourly rate. The County will reimburse the firm for copying costs, postage, and other reasonable and necessary expenses at the firm's costs.

12. Travel and Lodging

The County will pay reasonable travel expenses and time spent on County matters while traveling. The County does not authorize first class travel and request that the lowest rates possible be obtained. Reasonable mileage will be reimbursed at the statutory rate.

If travel time is devoted to working for one or more clients, the County should be billed only for the proportional time related to the County matter.

Food and beverage expenses shall be limited to the following: breakfast, \$6.00; lunch, \$11.00; dinner, \$19.00 per each twenty-four hour period, or at such other rate of compensation established by law or county resolution or ordinance.

13. Dispute Resolution

The County reserves the right to examine and audit books, records, other documents and supporting material for the purpose of evaluating compliance with this procedure, and the fees charged to the County. Such books and records shall be made available to the County during business

hours for examination, audit or reproduction. The County shall employ, at its sole discretion, its internal audit department or independent outside auditors for purposes of accomplishing this audit. If an error is found that exceeds ten per cent (10%) of your firm's total annual billings to the county for the year in which the audit is conducted, then your firm shall pay the cost of the audit.

14. Media Coverage

The County will handle all outside or press coverage regarding legal or business matters. Any inquiries made to the firm are to be directed to the responsible Assistant County Attorney.

C. BILLINGS

1. Fees and Hourly Rates

All fees and hourly rates for legal services must be discussed and approved at the time of initial engagement. It is expected that all legal services shall be rendered at reasonable and competitive rates and that your hourly rates or fees shall be less than or no higher than the rates or fees charged to corporate clients of the firm.

2. Statements for Services

Statements must be submitted and conform to the following format: (a) identification of the specific individual in your firm performing the services; (b) the date and a brief description of the services rendered; (c) the time spent; (d) the billing rates of the attorneys and paralegals whose services appear on the statements; and (e) the County division or business unit involved. Statements should also itemize disbursements in detail, e.g., number of copies made times the rate. For travel disbursements, the statement should show a breakdown of the charges to include airfare, hotel, meals, and other expenses. For each specific matter or case, the statement should also include a total showing the total fees and costs from the inception of the case to date and another separate total showing the total for charges since the last billing period. Where a statement covers more than one matter or case, the requisite information should be provided separately for each matter.

To decrease the administrative burden of small billings, the County Requires all statements of \$250.00 or less to be held until the next billing cycle or until the final statement.

3. Billing Frequency

Billings should be rendered at least on a monthly basis. Alternatively,

billings on a less frequent basis may be acceptable, provided that monthly costs estimates are provided. The County will not pay any service or interest charges on statements for legal fees except to the extent required by law.

4. Subcontract Services

At the opening of the file or upon request by your firm, the County will decide whether we will pay directly for subcontracted services (e.g., court reporters: experts). Unless advised otherwise, we prefer the firm to pay these costs directly and to then include them on the next billing.

5. Maximum Billable Hours Per Day

No more than eight (8) hours per day for any one individual may be charged to the county except under exigent circumstances and only with the approval of the County Attorney.

D. PRIOR APPROVALS

1. The County reserves the right not to pay for the following activities unless approved in advance by the County Attorney.
  - a. Any extensive legal research to be performed by the firm.
  - b. Special services such as private investigators and experts provided such approval shall not be unreasonably withheld if your firm determines that such services are necessary for the successful prosecution of the litigation.
  - c. Extensive copying. The County Attorney should be consulted to determine if the copying can be done by an outside service or County at lower cost.
  - d. Extensive express document/communication deliveries (e.g., Federal Express, DHL). Electronic mail is the preferred means for rapid document delivery. See Section IV, Computerization below.

E. COMPUTERIZATION

The County suggests that all word processing be accomplished using WordPerfect as a standard to facilitate increased productivity between the County and outside counsel. If your firm can demonstrate that hourly rates are lower as a result of separate work processing charging, such charges may be separately authorized.

The use of computers can improve efficiency, communication and cost savings between the County and outside counsel. The following applications may be considered: (1) electronic mail to facilitate instantaneous communication; (2) billing software to electronically produce monthly statements; (3) docketing and calendaring system to ensure meeting, court and statute-of-limitation dates; (4)



document assembly system to permit laying new work over old; and (5) litigation support system to track large numbers of documents in litigation.

From time to time, your firm may be requested to make prior research as well as an index of your prior research available to the County. Such research would be provided at cost.

#### F. PUBLIC RECORDS

Your firm should be aware that many documents made available to you by the County and some documents produced by your firm in connection with the matter for which you have retained may be subject to disclosure upon a request made under the Florida Public Records Law. If a request for public records is made to your firm with regard to documents pertaining to the County, you should immediately notify the County Attorney and determine whether any exemption or privilege exists for the records requested. To the extent that no exemption or privilege exists, you should conform to County policy by promptly responding to public records requests by allowing inspection and copying, if requested, of the public records at issue.

#### G. OPTIONAL GUIDELINES

Following is a list of proposals that we view as effective means to increase efficiency and reduce the cost of legal services. These proposals will be discussed and determined at the time of initial engagement.

##### 1. Billing Rates

There are numerous alternative billing arrangements that can lower the cost of legal services without compromising the outcome or working a disadvantage to your law firm. These include:

Identifying certain matters to be paid for on a contingency or risk-sharing basis

A block of hours at a reduced rate, with the rate changing after a specified number of hours have been expended on the matter.

No charge for start up time, such as learning various aspects of the case or familiarizing new lawyers with the case.

Discounted rates for all hours charged above a specified number, this can apply to a particular matter or to all matters handled by our firm.

A discount on all billings for the year, after the total billings reach a specified amount.

A rebate on total billings for the year, dependent on the difference between the actual billings and a guaranteed minimum billing amount.

A fixed hourly rate for certain types of ceases, independent of whether the work is done by a senior or junior attorney.

Billing rate adjustments to be made only at the start of each calendar year, with the prior approval of the County.

A fixed total fee for identified transaction or cases.


#### IV. RESERVATION OF AUTHORITY


The authority to issue and/or revise this policy is reserved to the Board of County Commissioners of Brevard County, Florida. The provisions set forth in this policy are subject to compliance with all applicable law.

DONE ORDERED and ADOPTED in Regular Session this 29 day of July A.D. 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By   
Scott Ellis, Clerk

By   
Truman G. Scarborough, Jr., Chair  
(as approved by the Board on July 29, 2008)



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.16.

3/21/2023

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### **Subject:**

Bill Folder

### **Fiscal Impact:**

N/A

### **Dept/Office:**

Commission Offices

### **Requested Action:**

Acknowledge receipt.

### **Summary Explanation and Background:**

Exhibit 1 - District 1 Commission Office: Culligan Invoice 101058, dated 2/28/2023.

Exhibit 2 - District 1 Commission Office: DEXimaging Invoice AR9070987, dated 3/7/2023.

Exhibit 3 - District 1 Commission Office: DEXimaging Invoice AR9076710, dated 3/8/2023.

Exhibit 4 - District 4 Commission Office: Culligan Invoice 100977, dated 2/28/2023.

Exhibit 5 - District 4 Commission Office: DEX Imaging Invoice AR9070991, dated 3/7/2023.

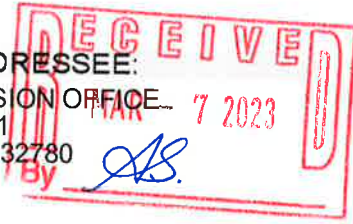
### **Clerk to the Board Instructions:**



771 NORTH DRIVE  
MELBOURNE, FL 32934  
(321) 255-5562 (321) 636-1344  
www.culligan.com/locations/fl/brevard-county

IF PAYING BY CREDIT CARD, PLEASE CHECK CORRECT CARD AND FILL OUT BELOW			
<input type="checkbox"/> VISA	<input type="checkbox"/> MasterCard	<input type="checkbox"/> American Express	<input type="checkbox"/> Discover
			<input type="checkbox"/> PLEASE CHECK BOX TO ENROLL IN AUTOMATIC BILL PAYMENT
CARD NUMBER		V. CODE	
SIGNATURE		EXP. DATE	
DATE	PAY THIS AMOUNT	ACCOUNT NUMBER	
02/28/2023	\$8.68	278994	
INVOICE NUMBER: 101058			AMOUNT PAID \$

ADDRESSEE:  
DIST 1 COMMISSION OFFICE  
7101 S HWY US 1  
TITUSVILLE, FL 32780



REMIT PAYMENT TO:  
CULLIGAN -MELBOURNE  
771 NORTH DR  
MELBOURNE, FL 32934-9282



**INVOICE**  
RETURN THIS TOP PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER	SALES		PURCHASE ORDER NUMBER	SHIP VIA	TERMS	NET DUE IN 10 DAYS		
	ID	ORDER NUMBER				INVOICE NUMBER	INVOICE DATE	
278994	TB		4500093663	COMPANY TRUCK	101058	02/28/2023		
DATE SHIPPED	QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	DISCOUNT	NET AMOUNT	
	ORDERED	SHIPPED						
02/15	1.00	1.00		Tick 800831569 Date 02/15/2023				
02/15	1.00	1.00		RENTAL				
				P/O Number: 4500093663				
				5 G DRINKING	5.19		5.19	
				SERVICE CHARGE	3.49		3.49	
				End of Ticket 800831569				
<p>Date Rec'd <u>3/7/2023</u> P.O. # <u>4500114484</u> Vendor # <u>3311</u> Doc # <u>5105695899</u></p> <p>Keith Alward</p>								
Pay on line at <a href="http://www.culligan.com/locations/fl/brevard-county">www.culligan.com/locations/fl/brevard-county</a> . Please call our office at 321-255-5562 if you need any assistance.								
A LATE PAYMENT FINANCE CHARGE OF 1.384% PER MONTH MAY BE APPLIED ON BALANCES AFTER 30 DAYS				DELIVER TO:		TOTAL		
CULLIGAN -MELBOURNE 771 NORTH DRIVE MELBOURNE, FL 32934				DIST 1 COMMISSION OFFICE 7101 S HWY US 1 TITUSVILLE FL 32780		SALES TAX		
(321) 255-5562 (321) 636-1344						FREIGHT/DELIVERY CHARGES		
<b>AMOUNT DUE</b>						<b>\$8.68</b>		



771 NORTH DRIVE  
MELBOURNE, FL 32934  
(321) 255-5562 (321) 636-1344  
www.culligan.com/locations/fl/brevard-county

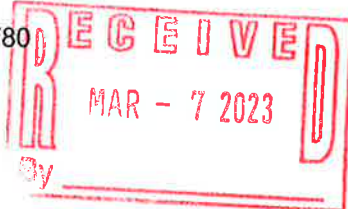
IF PAYING BY CREDIT CARD, PLEASE CHECK CORRECT CARD AND FILL OUT BELOW				
<input type="checkbox"/> VISA	<input type="checkbox"/> MasterCard	<input type="checkbox"/> AMERICAN EXPRESS	<input type="checkbox"/> DISCOVER	<input type="checkbox"/> PLEASE CHECK BOX TO ENROLL IN AUTOMATIC BILL PAYMENT
CARD NUMBER			V. CODE	
SIGNATURE			EXP. DATE	
DATE	PAY THIS AMOUNT	ACCOUNT NUMBER		
02/28/2023	\$8.68	278994		
PAY BY DATE: MAR 15			AMOUNT PAID \$	

**ADDRESSEE:**

DIST 1 COMMISSION OFFICE  
7101 S HWY US 1  
TITUSVILLE, FL 32780

**REMIT PAYMENT TO:**

CULLIGAN -MELBOURNE  
771 NORTH DR  
MELBOURNE, FL 32934-9282

**BALANCE FORWARD**

RETURN THIS TOP PORTION WITH YOUR PAYMENT

BRANCH ID: ME-01  
CUSTOMER: DIST 1 COMMISSION OFFICE

				PREVIOUS BALANCE:	\$19.06
DATE	QUANTITY	DESCRIPTION	REF	AMOUNT	BALANCE
02/15/2023	1.00	5 G DRINKING	800831569	5.19	24.25
02/15/2023	1.00	SERVICE CHARGE	800831569	3.49	27.74
02/22/2023	-1.00	PAYMENT CHECKS/CASH	1139318	-19.06	8.68

Pay on line at [www.culligan.com/locations/fl/brevard-county](http://www.culligan.com/locations/fl/brevard-county). Please call our office at 321-255-5562 if you need any assistance.

ACCOUNTS ARE SUBJECT TO A LATE PAYMENT FINANCE CHARGE				
FINANCE CHARGE SCHEDULE				PLEASE PAY NEW BALANCE BEFORE
OVER \$	3	PERIODIC RATE 1.38%	ANNUAL RATE 18.00 %	MAR 15
TO	3	0.00%	0.00 %	MIN CHARGE 0.50
0-30	31-60	61-90	Over 90	
8.68	0.00	0.00	0.00	

CULLIGAN -MELBOURNE  
771 NORTH DRIVE  
MELBOURNE, FL 32934  
(321) 255-5562 (321) 636-1344

**SERVICE ADDRESS:**  
DIST 1 COMMISSION OFFICE  
7101 S HWY US 1  
TITUSVILLE FL 32780

Balance Due \$8.68

Next Deliveries: 03/15/23 04/12/23 05/10/23 06/08/23

STATEMENT DATE	ACCOUNT NUMBER	NAME
02/28/2023	278994	DIST 1 COMMISSION OFFICE



Post Office Box 17299 Clearwater, FL 33762-0299  
P: (800) 995-4468 F: (813) 288-0223



## CONTRACT INVOICE

Invoice Number: AR9070987  
Invoice Date: 3/7/2023

**Bill To:** Brevard County  
Accounts Payable  
2725 Judge Fran Jamieson Way  
Viera, FL 32940  
US

**Customer:** Brevard County  
2725 Judge Fran Jamieson Way  
Viera, FL 32940

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
BC18-NAOS	60 DAYS	5/6/2023	\$105.50	<b>\$105.50</b>
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
IBP-BC-AE-03-01		\$105.50	4500114485	3/5/2023	3/4/2028
Contract Remarks					

Contract Lease Charge is the Quarterly billing for Lease.

### Summary:

Contract base rate charge for the 3/5/2023 to 6/4/2023 billing period	\$0.00
Contract overage charge for this overage period	\$0.00 **
Contract Lease Charge:	\$105.50
**See overage details below	\$105.50

### Detail:

#### Equipment included under this contract

7101 US Highway 1  
Dist 1 Commission Office

#### Canon/iRC5535i

Number	Serial Number	Base Adj.	Location	Lease
401149	XUW01071	\$0.00	North Brevard Economic Development Zone 7101 US Highway 1 Titusville, FL 32780 Dist 1 Commission Office	\$105.50

Meter Type	Meter Group	Covered	Rate
B/W	black meter	0	0.011590
Color	color meter	0	0.039830

Date Rec'd 3/8/23  
P.O. # 4500114485  
Vendor # 16062  
Doc # 5105695991

Great News! You can now make your payments online! Make a one-time payment or enroll today using the link below to view your account balance, make payments or review payment history  
<https://www.deximaging.com/service/#online-payment>

Did you know you can place your supply order online?

Try <http://www.deximaging.com> and click on "Order Supplies".

*Kind always*

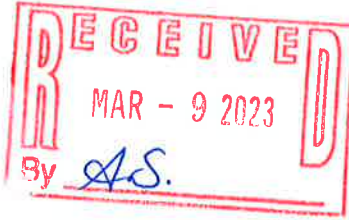
Invoice SubTotal	\$105.50
Tax:	\$0.00
Invoice Total	\$105.50
<b>Balance Due:</b>	<b>\$105.50</b>







Post Office Box 17299 Clearwater, FL 33762-0299  
P: (800) 995-4468 F: (813) 288-0223



## CONTRACT INVOICE

Invoice Number: AR9076710  
Invoice Date: 3/8/2023

**Bill To:** Brevard County  
Accounts Payable  
2725 Judge Fran Jamieson Way  
Viera, FL 32940  
US

**Customer:** Brevard County  
2725 Judge Fran Jamieson Way  
Viera, FL 32940

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
BC18-NAOS	60 DAYS	5/7/2023	\$7.76	<b>\$7.76</b>
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
IBP-BC-AE-03-01		\$7.76	4500114485	3/5/2023	3/4/2028
Contract Remarks					

Contract Lease Charge is the Quarterly billing for Lease.

### Summary:

Contract base rate charge for this billing period	\$0.00
Contract overage charge for the 3/5/2023 to 3/12/2023 overage period	\$7.76 **
	<b>\$7.76</b>

\*\*See overage details below

### Detail:

#### Equipment included under this contract

7101 US Highway 1  
Dist 1 Commission Office

#### Canon/iRC5535i

Number	Serial Number	Base Adj.	Location
401149	XUW01071	\$0.00	North Brevard Economic Development Zone 7101 US Highway 1 Titusville, FL 32780 Dist 1 Commission Office

Meter Type	Meter Group	Begin Meter	End Meter	Total	Covered	Billable	Rate	Overage
B/W	black meter	124,591	124,635	44	0	44	0.011590	\$0.51
Color	color meter	147,066	147,248	182	0	182	0.039830	\$7.25
								\$7.76

Date Rec'd 3/9/23  
P.O. # 4500114485  
Vendor # 16062  
Doc # 5105696139

Great News! You can now make your payments online! Make a one-time payment or enroll today using the link below to view your account balance, make payments or review payment history  
<https://www.deximaging.com/service/#online-payment>

Did you know you can place your supply order online?

Try <http://www.deximaging.com> and click on "Order Supplies".

*Keep always*



Invoice SubTotal	\$7.76
Tax:	\$0.00
Invoice Total	\$7.76
<b>Balance Due:</b>	<b>\$7.76</b>





771 NORTH DRIVE  
MELBOURNE, FL 32934  
(321) 255-5562 (321) 636-1344  
www.culligan.com/locations/fl/brevard-county

IF PAYING BY CREDIT CARD, PLEASE CHECK CORRECT CARD AND FILL OUT BELOW				
<input type="checkbox"/> VISA	<input type="checkbox"/> MasterCard	<input type="checkbox"/> AMERICAN EXPRESS	<input type="checkbox"/> DISCOVER	<input type="checkbox"/> PLEASE CHECK BOX TO ENROLL IN AUTOMATIC BILL PAYMENT
CARD NUMBER		V. CODE		
SIGNATURE		EXP. DATE		
DATE	PAY THIS AMOUNT	ACCOUNT NUMBER		
02/28/2023	\$14.99	291831		
INVOICE NUMBER: 100977			AMOUNT PAID \$	

ADDRESSEE:  
COMM DISTRICT 4  
ATTN: ACCTS PAYABLE  
2725 JUDGE FRAN JAMIESON WAY  
MELBOURNE, FL 32940-6605

REMIT PAYMENT TO:  
CULLIGAN -MELBOURNE  
771 NORTH DR  
MELBOURNE, FL 32934-9282



**INVOICE**  
RETURN THIS TOP PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER	SALES		PURCHASE ORDER NUMBER	SHIP VIA	TERMS	NET DUE IN 10 DAYS		
	ID	ORDER NUMBER				INVOICE NUMBER	INVOICE DATE	
291831	TB		4500104034	COMPANY TRUCK	100977	02/28/2023		
DATE SHIPPED	QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	DISCOUNT	NET AMOUNT	
	ORDERED	SHIPPED						
02/09	2.00	2.00		Tick 800830987 Date 02/09/2023				
02/09	1.00	1.00		P/O Number: 4500104034				
				1/2 LITER CULLIGAN CASE	5.75		11.50	
				SERVICE CHARGE	3.49		3.49	
				End of Ticket 800830987				
<b>RECEIVED</b>  <b>MAR - 8 2023</b>  <b>DISTRICT 4</b> <b>COMMISSION OFFICE</b>								
<b>Date Received: 3/8/23</b> <b>PO# 4500114489</b> <b>Vender # 3311</b> <b>Doc # 5105696082</b> <b>Date: 3/8/23</b> <b>Signature: [Signature]</b> <b>Date Completed:</b>								
Pay on line at <a href="http://www.culligan.com/locations/fl/brevard-county">www.culligan.com/locations/fl/brevard-county</a> . Please call our office at 321-255-5562 if you need any assistance.								
A LATE PAYMENT FINANCE CHARGE OF 1.384% PER MONTH MAY BE APPLIED ON BALANCES AFTER 30 DAYS				DELIVER TO:		TOTAL		
CULLIGAN -MELBOURNE 771 NORTH DRIVE MELBOURNE, FL 32934 (321) 255-5562 (321) 636-1344				COMM DISTRICT 4 BLDG C ROOM 214 2725 JUDGE FRAN JAMISON WAY MELBOURNE FL 32940		14.99		
				SALES TAX				
				FREIGHT/DELIVERY CHARGES				
				<b>AMOUNT DUE</b>		<b>\$14.99</b>		



**RECEIVED****CONTRACT INVOICE**

Post Office Box 17299 Clearwater, FL 33762-0299  
P: (800) 995-4468 F: (813) 288-0223

**MAR - 8 2023****Invoice Number:** AR9070991**Invoice Date:** 3/7/2023**DISTRICT 4  
COMMISSION OFFICE**

**Bill To:** Brevard County  
Accounts Payable  
2725 Judge Fran Jamieson Way  
Viera, FL 32940  
US

**Customer:** Brevard County  
2725 Judge Fran Jamieson Way  
Viera, FL 32940

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
BC18-NAOS	60 DAYS	5/6/2023	\$71.77	<b>\$71.77</b>
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
IBP-BC-AE-06-01		\$71.77	4500114491	3/5/2023	3/4/2028
Contract Remarks					

**Summary:**

Contract base rate charge for the 3/5/2023 to 6/4/2023 billing period

\$0.00

Contract overage charge for this overage period

\$0.00 \*\*

Contract Lease Charge:

\$71.77

\*\*See overage details below

**\$71.77****Detail:****Equipment included under this contract**

2725 Judge Fran Jamies  
District 4 Commission C

**Canon/iRC3525i**

Number	Serial Number	Base Adj.	Location	Lease
401311	XTK03094	\$0.00	Brevard County 2725 Judge Fran Jamieson Way Viera, FL 32940 District 4 Commission Office	\$71.77

Meter Type	Meter Group	Covered	Rate
B/W	black meter	0	0.011590
Color	color meter	0	0.039830

Date Received: 3/8/23  
PO# 4500114491  
Vendor # 16062  
Doc # 5105696021  
Date: 3/8/23  
Signature: *Carroll Maxwell*  
Date Completed: 3/8/23

Great News! You can now make your payments online! Make a one-time payment or enroll today using the link below to view your account balance, make payments or review payment history  
<https://www.deximaging.com/service/#online-payment>

Did you know you can place your supply order online?

Try <http://www.deximaging.com> and click on "Order Supplies".

Invoice SubTotal	\$71.77
Tax:	\$0.00
Invoice Total	\$71.77
<b>Balance Due:</b>	<b>\$71.77</b>





# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

---

F.17.

3/21/2023

---

### **Subject:**

Appointment(s) / Reappointment(s)

### **Fiscal Impact:**

N/A

### **Dept/Office:**

County Manager's Office

### **Requested Action:**

It is requested that the Board of County Commissioners approve the District appointment(s) / reappointment (s). The Board's approval of this will acknowledge the District Commissioner appointment(s), and approve at-large appointment(s).

Any of the attached reappointment forms that require a waiver of the term limit require a majority plus one vote.

### **Summary Explanation and Background:**

### **Clerk to the Board Instructions:**



BOARD OF COUNTY COMMISSIONERS

**COMMISSIONER TOM GOODSON, DISTRICT 2**

2575 North Courtenay Parkway

Suite 200

Merritt Island, Florida 32953

D2.Commissioner@Brevardfl.gov

FROM THE DISTRICT 2 COMMISSION OFFICE

ADVISORY COMMITTEE APPOINTMENT CANDIDATE

Name of Committee: **Historical Commission**

Name of Appointee: **Brandon McKinney**

Address: **650 Dixon Blvd.**  
**Apt. 9A**

Business Number:

Cell Number: **(321) 243-5242**

Email Address: **phonenormandie@yahoo.com**

Reappointment: **Yes ( ) or No ( X )**

Replacing: **VACANT**

Term of Appointment: **03/21/23 – 12/31/24**

Office Contact: **Kerensa Slocum**

Date of Request: **03/21/23**

A waiver of the term limit is recommended due to difficulty to fill the appointment? Yes ( ) or No ( X )



BOARD OF COUNTY COMMISSIONERS

COMMISSIONER KRISTINE ISNARDI, DISTRICT 5

490 Centre Lake Drive

Suite 175

Palm Bay, Florida 32907

[Kristine.Zonka@brevardfl.gov](mailto:Kristine.Zonka@brevardfl.gov)

321-253-6611

FROM THE DISTRICT 5 COMMISSION OFFICE

ADVISORY COMMITTEE APPOINTMENT CANDIDATE

Name of Committee: Transportation Planning Organization

Name of Appointee: Ginger Twigg

Business Address: 6300 N. Wickham Road Suite 135 Melbourne, FL 32940

Home Address: 1086 Galty Cir NE Palm Bay, FL 32905

Cell Number: 321-432-3805

Home Number:

Email Address: [Ginger@revolutionscyclery.com](mailto:Ginger@revolutionscyclery.com)

Reappointment: Yes ( ) or No ( X )

Replacing:

Term of Appointment: 03/21/23- 03/21/25

Office Contact: Janette

Date of Request: 3/21/23 regular board meeting

A waiver of the term limit is recommended due to difficulty to fill the appointment? Yes ( ) or No ( )



BOARD OF COUNTY COMMISSIONERS

COMMISSIONER KRISTINE ZONKA, DISTRICT 5

490 Centre Lake Drive

Suite 175

Palm Bay, Florida 32907

[Kristine.zonka@brevardfl.gov](mailto:Kristine.zonka@brevardfl.gov)

321-253-6611

FROM THE DISTRICT 5 COMMISSION OFFICE

ADVISORY COMMITTEE APPOINTMENT CHANGE

Name of Committee: Planning and Zoning/Local Planning Agency Board

Name of Appointee: Robert Brothers

Home Address:

Business Address: 5235 Sutton Ave, Melbourne, FL 32904

Cell Number: 321-508-4809

Business Number:

Home Number:

Email Address: [robbrothers79@gmail.com](mailto:robbrothers79@gmail.com)

Reappointment: Yes ( ) or No ( \* )

Replacing: Peter Filiberto

Term of Appointment: 3/21/23-3/21/25

Office Contact: Janette R

Date of Request: 3/21/23 regular board meeting

A waiver of the term limit is recommended due to difficulty to fill the appointment? Yes ( ) or No ( )



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

---

F.18.

3/21/2023

---

### **Subject:**

Resolution recognizing Joseph Brubaker, Jr's life of service.

### **Fiscal Impact:**

None

### **Dept/Office:**

District 1 Commission Office

### **Requested Action:**

It is requested the Board approve under the Consent Agenda a Resolution recognizing life of service for the late Joseph Brubaker, Jr.

### **Summary Explanation and Background:**

Joseph Brubaker, Jr., passed away March 1, 2023. Mr. Brubaker was a veteran of the US Navy, awarded the Bronze Star during his Naval service, retired from the City of Titusville, and volunteered for organizations in Brevard County.

### **Clerk to the Board Instructions:**

Please frame one Resolution

## RESOLUTION

**Whereas**, Joseph D. Brubaker Jr. was born on July 23, 1933, in New Brighton, PA to parents Joseph and Helen Brubaker;

**Whereas**, Mr. Brubaker earned a Bachelor's Degree through Duke University's ROTC Program; entered the US Navy in 1955 as a Naval Officer; was awarded the Bronze Star following two tours in the Vietnam War; completed 11 Naval assignments, including instructing at the Naval Academy and the Presidio in San Francisco, Naples, Italy, and New Orleans; attained a Master's Degree in Economics; and retired after 23 years in August of 1978;

**Whereas**, Joseph was married to Shirley on November 26, 1955, raised five children, and moved to Merritt Island, Florida in July of 1982, where Mr. Brubaker worked for the City of Titusville, developing their payroll system before retiring from the City in 1998;

**Whereas**, in 1999, after the unexpected death of his wife, Joseph became more involved with his community and church, meeting Betty Dry, marrying in 2001, together for 19 years;

**Whereas**, after retirement, Mr. Brubaker volunteered with the Central Brevard Sharing Center, serving as Board Chairman, Treasurer, and Emergency Food Pantry volunteer; Kiwanis Chapter President; Meals on Wheels; and Cocoa Presbyterian Church, serving as Treasurer, Elder, Choir Member, and Liturgist; and

**Whereas**, through Joseph's battle with cancer, he remained strong and courageous, loving his family and the Lord until called home on March 1, 2023.

**Now, therefore, be it resolved** that Joseph Brubaker, Jr., is recognized for his life of service to God, Country, and fellow citizens and the inspiration he has given others to continue to serve their communities in Brevard County.

**DONE, ORDERED, AND ADOPTED** in regular session, this 21<sup>st</sup> day of March 2023.

ATTEST:

---

Rachel M. Sadoff, Clerk

---

Rita Pritchett, Chair  
Board of County Commissioners  
Brevard County, Florida



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Public Hearing

H.1.

3/21/2023

### Subject:

Public Hearing and Approval: RE: HOME American Rescue Plan Act (HOME-ARP) Allocation Plan Substantial Amendment to the 2021 Annual Action Plan (\$4,524,586)

### Fiscal Impact:

Brevard County will receive \$4,524,586 in HOME-ARP grant funds. These funds will be deposited in Fund and Cost Center 1479-315139, which has been established specifically for this grant. There will be no impact to the General Fund.

### Dept/Office:

Housing and Human Services Department

### Requested Action:

It is requested that the Board of County Commissioners:

1. Conduct a Public Hearing on the HOME American Rescue Plan Act (HOME-ARP) Allocation Plan Substantial Amendment to the 2021 Annual Action Plan,
2. Approve the HOME-ARP Allocation Plan as a Substantial Amendment to the 2021 Annual Action Plan,
3. Authorize the County Manager to sign the required Applications for Federal Assistance (SF-424s) and certifications to the U.S. Department of Housing and Urban Development (HUD) as Brevard County's Authorized Representative,
4. Authorize the Housing and Human Services Department to submit all required documentation to HUD,
5. Authorize the Housing and Human Services Department to conduct procurements with the approval of the County Attorney, Risk Management, and Purchasing Services in order to accomplish the activities and services outlined in the HOME-ARP Allocation Plan,
6. Authorize the Housing and Human Services Department Director to endorse contracts, agreements, amendments, and modifications related to procured activities and services, and
7. Authorize the County Manager to execute all related budget change requests.

### Summary Explanation and Background:

Brevard County, Florida receives federal funding from the U.S. Department of Housing and Urban Development (HUD) through the HOME Investment Partnerships Program (HOME) to support affordable housing and community development initiatives serving low-and moderate-income individuals in the community. Brevard County and four cities in Brevard County (Cocoa, Melbourne, Palm Bay, and Titusville) formed the Brevard County HOME Consortium for the purpose of receiving federal HOME funds to help meet the community's affordable housing needs. Brevard County is the lead entity for the Brevard County HOME



Consortium and administers HOME funds on behalf of its members.

In 2021, Congress passed the American Rescue Plan Act, which appropriated \$5 billion to communities across the country to address the ongoing impacts of the COVID-19 pandemic on vulnerable populations. This funding is administered through HUD's HOME program and is referred to as "HOME-ARP." Existing HOME recipients, or participating jurisdictions (PJs), including the Brevard County HOME Consortium, will receive a one-time allocation of HOME-ARP funds intended to serve vulnerable populations who are experiencing homelessness, at risk of homelessness, fleeing various forms of violence, or other populations for whom providing supportive services or assistance would prevent homelessness or would serve those at greatest risk of housing instability.

HUD published Notice CPD-21-10, which details the intended beneficiaries and eligible uses of HOME-ARP funds as well as the requirements for PJs to receive their one-time funding allocation. The Notice specifies that PJs must develop a HOME-ARP Allocation Plan, following comprehensive stakeholder engagement and data analysis, and submit this plan to HUD as a substantial amendment to the jurisdiction's 2021 Annual Action Plan. PJs are not required to outline specific projects for the use of HOME-ARP funds in the Allocation Plan, but instead indicate how they intend to distribute their allocation across the eligible uses for HOME-ARP funds and whether there will be any preferences or limitations regarding HOME-ARP activities.

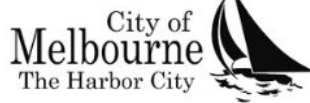
Following input from community stakeholders, the Consortium proposes to utilize the funding in the following categories: supportive services (\$500,000 or 11% of funding), development of affordable rental housing (\$3,045,898 or 67%), non-profit operating (\$150,000 or 3%), non-profit capacity building (\$150,000 or 3%), and administration and planning (\$678,688 or 15%) to reduce homelessness and increase housing stability.

Official notice regarding a fifteen-day Public Comment period was provided (per HUD regulations) from March 3, 2023 to March 20, 2023 until 5:00 PM for the draft HOME-ARP Allocation Plan. This notice was provided through a Press Release and published in a newspaper of general circulation. During this period, the draft plan was available for public review on the County Web site:

<https://www.brevardfl.gov/HousingAndHumanServices/PlansAndReports> and for review at physical locations throughout the County. Comments were accepted through the website, email, and post. A summary of all relevant comments will be added to the final document for submission to HUD.

### **Clerk to the Board Instructions:**

Please have the County Manager sign the SF-424s and certifications and immediately return to the Department.



# HOME-ARP Allocation Plan

## Brevard County HOME Consortium

**Draft Plan**  
**March 2023**

## Table of Contents

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## Overview of HOME-ARP

Brevard County, Florida receives federal funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) to support affordable housing and community development initiatives serving low- and moderate-income individuals in the community. Brevard County and four cities in Brevard County—Cocoa, Melbourne, Palm Bay, and Titusville—formed the Brevard County HOME Consortium for the purpose of receiving federal HOME funds to help meet the community's affordable housing needs. Brevard County is the lead entity for the Brevard County HOME Consortium and administers HOME funds on behalf of its members. Brevard County and the four cities receive separate allocations of CDBG funds.

Every five years, the Consortium develops a Consolidated Plan that outlines the Consortium's funding strategies for CDBG and HOME funds over the next five federal fiscal years. The Plan is developed following extensive data analysis and public participation and identifies the Consortium's specific goals and expected outcomes for the use of CDBG and HOME funds. Each Consolidated Plan is divided into one-year increments called Annual Action Plans to identify the jurisdiction's CDBG and HOME projects for the given year and how they will support the goals outlined in the corresponding Consolidated Plan.

In 2021, Congress passed the American Rescue Plan, which appropriated \$5 billion to communities across the country to address the ongoing impacts of the COVID-19 pandemic on vulnerable populations. This funding is administered through HUD's HOME program and is referred to as "HOME-ARP." Existing HOME recipients, or participating jurisdictions (PJs), including the Brevard County HOME Consortium, will receive a one-time allocation of HOME-ARP funds intended to serve vulnerable populations who are experiencing homelessness, at risk of homelessness, or are fleeing various forms of violence.

HUD published [Notice CPD-21-10](#), which details the intended beneficiaries and eligible uses of HOME-ARP funds as well as the requirements for PJs to receive their one-time funding allocation. The Notice specifies that PJs must develop a HOME-ARP Allocation Plan, following comprehensive stakeholder engagement and data analysis, and submit this plan to HUD as a substantial amendment to the jurisdiction's 2021 Annual Action Plan. PJs are not required to outline specific projects for the use of HOME-ARP funds in the Allocation Plan, but instead indicate how they intend to distribute their allocation across the eligible uses for HOME-ARP funds and whether there will be any preferences or limitations regarding HOME-ARP activities.

The following document represents the Brevard County HOME Consortium's HOME-ARP Allocation Plan, which was developed in accordance with the requirements outlined in HUD Notice CPD-21-10 and will be submitted as a substantial amendment to the Consortium's 2021 Annual Action Plan.

## Introduction

The Brevard County HOME Consortium's (hereafter referred to as the Consortium) HOME-ARP Allocation Plan describes how the Consortium's participating members—Brevard County and the Cities of Cocoa, Melbourne, Palm Bay, and Titusville—plan to allocate their HOME-ARP funds among eligible activities. Congress passed the American Rescue Plan Act in 2021, which provided \$5 billion to communities across the country to address the ongoing impacts of the COVID-19 pandemic on the economy, public health, governments, individuals, and businesses. This one-time funding is administered through HUD's HOME program and the Consortium will receive a HOME-ARP allocation of \$4,524,586, which will be managed by the Brevard County Housing and Human Services Department.

Four eligible groups of beneficiaries can be assisted by HOME-ARP funds. These qualifying populations (QPs) include:

- **Individuals experiencing homelessness**, as defined in 24 CFR 91.5.
  - Generally, this refers to an individual or family who lacks a fixed nighttime residence.
- **Individuals at risk of homelessness**, as defined in 24 CFR 91.5.
  - Generally, this refers to an individual or family with incomes below 30 percent Area Median Income (AMI) who lacks the resources or networks to prevent them from moving into an emergency shelter (ES).
- **Persons fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking**, as defined by HUD.
- **Other populations for whom providing supportive services or assistance would prevent homelessness or would serve those at greatest risk of housing instability.**
  - Generally, this includes individuals and households who do not qualify under any of the other QPs but for whom supportive services would prevent homelessness or serve those at greatest risk of housing instability.

Communities can use their HOME-ARP funds for specific eligible activities, which include:

- **Development of affordable rental housing.**
- **Tenant-based rental assistance.**
- **Supportive services.**
- **Development of non-congregate shelter.**
- **Capacity building and operating support for organizations implementing a HOME-ARP activity.**
- **Planning and administration costs.**

Each HOME-ARP PJ must first develop an Allocation Plan in order to receive its HOME-ARP funds. HUD has established a set of required actions for the allocation planning process as well as specific elements that must be included in the Allocation Plan. These elements include:

- **Consultation:** A summary of the stakeholder consultations completed and analysis of results.
- **Public Participation:** A summary of the public comment period, the public hearing(s), and all comments accepted and rejected with the basis for any rejection and a response to all accepted comments.
- **Needs Assessment and Gaps Analysis:** A description of the size and demographic composition of the four QPs within the jurisdiction.
  - Identification and an assessment of the unmet needs for services, shelter, and housing for each QP.
  - An assessment of the existing gaps in the grantee's housing and shelter inventory, homeless assistance and services, and homelessness prevention service delivery system.
- **HOME-ARP Activities:** A description of the grantee's planned uses for HOME-ARP funds across the eligible activities based on the unmet needs of the QPs. This must include an allocation of HOME-ARP resources among the eligible activities and planned distribution methods.
- **HOME-ARP Production Housing Goals:** An estimate of the number of housing units that the grantee anticipates producing or preserving with HOME-ARP funds.
- **Preference and Referral Methods:** Identification of any preferences for serving a QP or subpopulation as well as the planned referral methods.

As the Consortium's Lead Entity, the Brevard County Housing and Human Services Department contracted with The Cloudburst Group to facilitate the allocation planning process and plan development. The planning process for the HOME-ARP Allocation Plan began in August 2022, following the submission and approval of the 2022–2026 Brevard County HOME Consortium Consolidated Plan. This included stakeholder consultation sessions, an online stakeholder survey, and extensive analysis of multiple data sources. The consultation sessions and survey sought to engage service, shelter, and housing providers as well as others with knowledge of the HOME-ARP QPs across the County. These perspectives, along with quantitative data analysis, helped the Consortium better understand the multi-faceted and complex service, shelter, and housing needs facing the QPs and ultimately informed the allocation decisions in the HOME-ARP Allocation Plan.

# Consultation Process

## Regulatory Requirements

PJs must consult with several different stakeholder organizations as outlined in Section V.A of HUD [Notice: CPD-21-10](#). These stakeholders include:

- Continuums of Care (CoCs) serving the jurisdiction's geographic area.
- Homeless service providers.
- Domestic violence service providers.
- Veterans' groups.
- Public housing authorities/agencies (PHAs).
- Public agencies that address the needs of the QPs.
- Public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities.

HUD requires all PJs to complete the consultation process for HOME-ARP prior to the development of the Allocation Plan; however, HUD has not prescribed which consultation methods must be used.

## Describe the consultation process, including methods used and dates of consultation.

### Overview of the Consultation Process

The Consortium distributed an online survey, presented and requested feedback during multiple standing committee meetings, and conducted topic-specific consultation sessions to gather input from stakeholders to inform the development of its HOME-ARP Allocation Plan. The HOME-ARP consultation process took place from August to November 2022. During this time, two hurricanes impacted the region, Hurricane Ian (Category 4) and Hurricane Nicole (Category 1). The hurricanes coincided with several topic-oriented consultation sessions for the HOME-ARP Allocation Plan. The Consortium initially tried to reschedule these sessions to accommodate the impact of the natural disasters on the schedules of stakeholders; however, most invited partners were unable to attend a virtual meeting. The Consortium then adjusted its approach by developing and distributing an online survey to gather stakeholder input on the unmet needs and systems gaps facing the HOME-ARP QPs. The Consortium encouraged all stakeholders invited to the topic-specific sessions to provide input through the survey. When possible, the Consortium supplemented information gleaned through the survey by presenting at and requesting comments through standing committee meetings attended by stakeholders.



Overall, the Consortium received input from 47 organizations through the three consultation methods. The Consortium consulted with at least one organization from each of the required organization types in the development of the Allocation Plan. This includes the one CoC and four PHAs that serve Brevard County as well as organizations that meet the other required organization types. The Consortium did not begin developing the Allocation Plan until the consultation process was completed. Table 1 provides the total number of organizations consulted by QPs served and organization type. Organizations were counted in more than one category if multiple categories applied. The Appendix contains a complete list of consulted organizations.

**Table 1: Total Organizations Consulted by Type and QPs Served**

QP	# Organizations Serving QPs
<b>QP1:</b> Individuals Experiencing Homelessness	36
<b>QP2:</b> Individuals at Risk of Homelessness	34
<b>QP3:</b> Persons Fleeing/Attempting to Flee Domestic Violence, Sexual Assault, Dating Violence, Stalking, and Human Trafficking	21
<b>QP4:</b> Other Populations At Greatest Risk of Homelessness or Housing Instability	31
Organization Type	# Organizations Consulted
<b>CoC:</b> Continuum of Care Lead Agency	1
<b>CR-FH-D:</b> Public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities	4
<b>D:</b> Affordable housing developers	7
<b>DV-SA-HT:</b> Victims advocacy and service providers serving victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking	6
<b>HS:</b> Homeless service provider	15
<b>O:</b> Other	16
<b>PA:</b> Public agencies that address the needs of the QPs	11
<b>PHA:</b> Public housing authority	4*

<b>SS:</b> Supportive service provider	35
<b>V:</b> Veterans service provider or advocacy organization	3
<i>*The Housing Authority of Brevard County and the Melbourne Housing Authority were consulted at the same time because they are administered by the same program staff; however, the final count of PHAs consulted counts each separately because they are unique organizations.</i>	

### Stakeholder Survey

The Consortium distributed an online stakeholder survey using SurveyMonkey to collect input from organizations working across the community to meet the needs of the HOME-ARP QPs. The Consortium distributed the survey to over 50 organizations and kept the survey open from November 28 to December 14. The survey enabled the Consortium to seek feedback from a wider group of stakeholders and offered greater flexibility for stakeholders to respond since many partners were unable to attend an online consultation session. In addition, the Consortium requested that the Brevard Homeless Coalition (CoC) share the link amongst their member organizations in an effort for the Consortium to reach a broader group of partner organizations.

The Consortium received 39 responses to the stakeholder survey. Figure 1 depicts the number of survey participants by organization type and indicates that 23 respondents work for supportive service providers and 19 work for homeless services or shelter providers. Many of the respondents who selected “Other” as their organization type also selected one of the other organization types. An organization was counted more than once if it met more than one category.

**Figure 1: Survey Respondents by Organization Type**

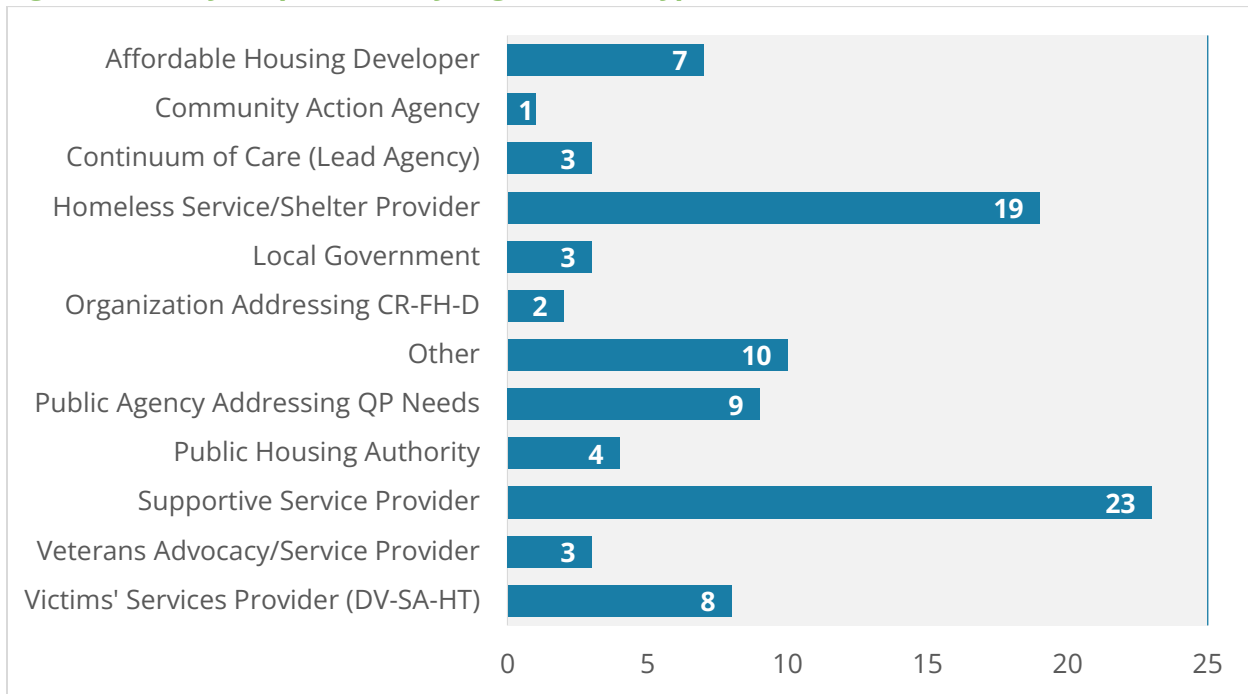
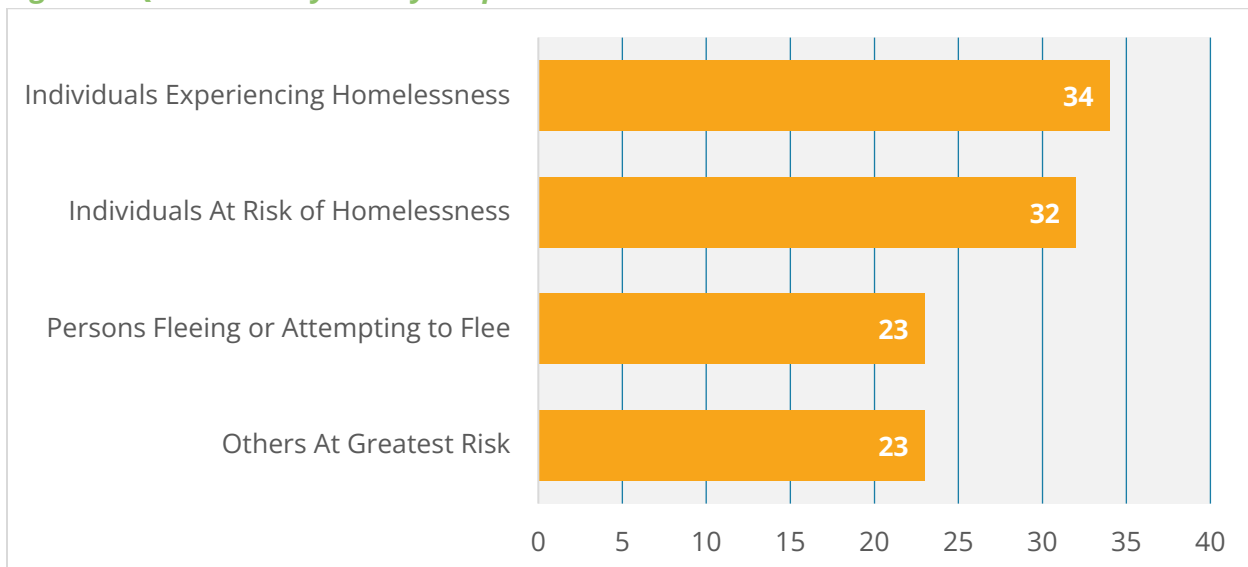


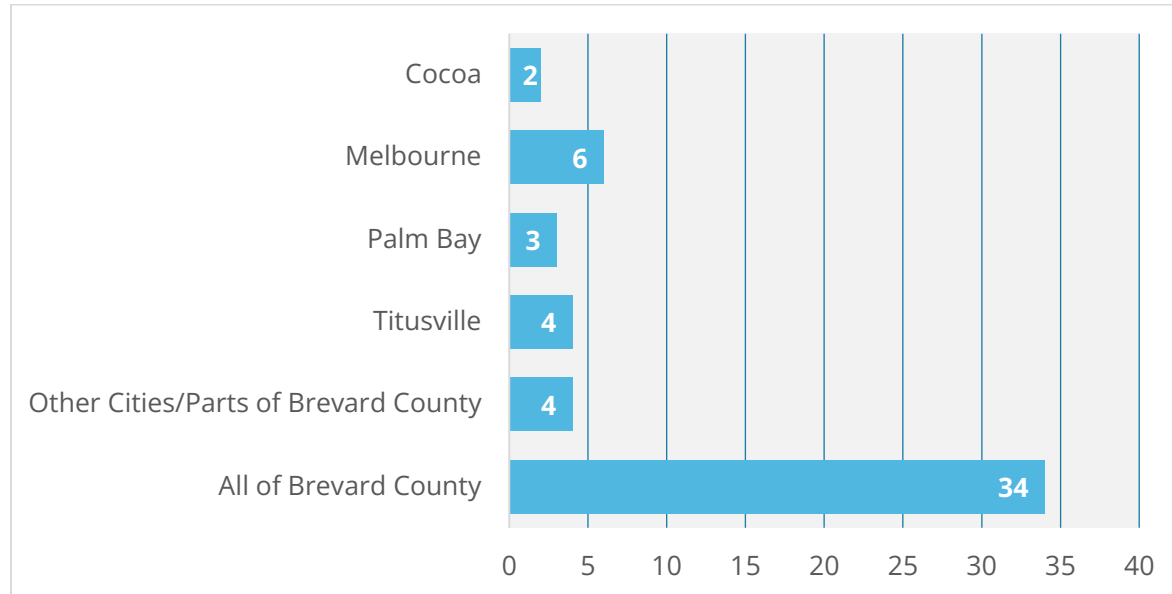
Figure 2 outlines the QPs served by survey respondents. There were 34 respondents who indicated that their organization serves individuals experiencing homelessness, 32 that serve those at risk of homelessness, 23 that serve persons fleeing or attempting to flee various forms of violence, and 23 that serve other populations at greatest risk of homelessness and housing instability. Many organizations serve more than one QP and were counted more than once if they met more than one category. Specifically, of the 39 respondents, 28 serve at least two QPs and 16 serve all four HOME-ARP QPs.

**Figure 2: QPs Served by Survey Respondents**



The majority of survey respondents indicated that their organization serves all of Brevard County. Figure 3 presents the number of organizations by service area and shows that 34 organizations serve the entire County.

**Figure 3: Geographic Service Areas of Survey Respondents**



### Additional Stakeholder Meetings

The County sought to join preexisting meetings with HOME-ARP stakeholders to gather additional input from partner organizations on the needs and gaps facing the QPs. Throughout the HOME-ARP consultation process, the Consortium joined seven preexisting stakeholder meetings and requested time to discuss the HOME-ARP program. During these meetings, County staff provided a presentation on the program, described the QPs and eligible activities, and facilitated a discussion with stakeholders on the unmet needs and systems gaps impacting the QPs across Brevard County. Table 2 lists the seven stakeholder meetings and the attendees and provides a summary of the Consortium’s efforts to discuss HOME-ARP.

**Table 2: Consultation Sessions Held With Standing Committee Meetings**

Stakeholder Meeting and Date	Summary	Attendees
<b>Meeting:</b> Brevard Affordable Housing Advisory Committee	Presentation made to committee members on HOME-ARP QPs, eligible activities, and discussion of system needs and gaps from	<ul style="list-style-type: none"> <li>Brevard County Affordable Housing Advisory Committee Membership</li> </ul>

Stakeholder Meeting and Date	Summary	Attendees
<b>Date:</b> 8/18/2022	committee members' perspectives.	
<b>Meeting:</b> HOME Consortium Meeting <b>Date:</b> 8/23/2022	Presentation made to Consortium members on HOME-ARP QPs, eligible activities, and discussion of system needs and gaps in their communities.	Representatives for: <ul style="list-style-type: none"> <li>• Titusville</li> <li>• Cocoa</li> <li>• Palm Bay</li> <li>• Melbourne</li> <li>• Brevard County</li> </ul>
<b>Meeting:</b> CoC Staff Meeting <b>Date:</b> 8/25/2022	Initial meeting to understand goals, where overlap exists in the development of the HOME-ARP Allocation Plan and CoC Strategic Plan update.	<ul style="list-style-type: none"> <li>• Brevard Homeless Coalition</li> <li>• Brevard County Staff</li> </ul>
<b>Meeting:</b> CoC Advisory Council Meeting <b>Date:</b> 9/1/2022	HOME-ARP overview presentation. Discussion questions on each QP and eligible activities. Attempt to align CoC Strategic Plan with HOME-ARP Allocation Plan.	<ul style="list-style-type: none"> <li>• Housing Authority of Brevard County</li> <li>• City of Cocoa</li> <li>• Eckerd Connects</li> <li>• City of Palm Bay</li> <li>• Central Florida Cares Health System</li> <li>• Housing for Homeless</li> <li>• City of Melbourne</li> <li>• Aging Matters</li> <li>• Department of Children &amp; Families</li> <li>• Housing Authority of Titusville</li> <li>• Daily Bread</li> <li>• Community of Hope</li> <li>• Brevard Homeless Coalition</li> </ul>
<b>Meeting:</b> Health Advisory Board <b>Date:</b> 10/4/2022	Presentation made to Board members on HOME-ARP QPs, eligible activities, and discussion of system needs and gaps in their communities. Facilitated discussion on needs and gaps for each QP.	<ul style="list-style-type: none"> <li>• Brevard Health Alliance</li> <li>• Florida Department of Health Brevard</li> <li>• Space Coast Health Foundation</li> <li>• 2-1-1 Brevard</li> <li>• Brevard County Staff</li> <li>• Health Council of East Central Florida</li> <li>• United Way of Brevard</li> </ul>

Stakeholder Meeting and Date	Summary	Attendees
<b>Meeting:</b> CoC Staff Meeting  <b>Date:</b> 10/13/2022	Presentation to CoC staff on HOME-ARP QPs and eligible activities. Facilitated discussion on needs and gaps for each QP as well as a discussion on Homeless Management Information System (HMIS) data and supplemental data to understand QP demographics and characteristics.	<ul style="list-style-type: none"> <li>• Brevard Homeless Coalition</li> <li>• Brevard County Staff</li> </ul>
<b>Meeting:</b> Quarterly CoC Membership Meeting  <b>Date:</b> 10/26/2022	Presentation made to CoC membership on HOME-ARP QPs, eligible activities, and discussion of system needs and gaps in their communities. Facilitated a round-robin discussion on needs and gaps for each QP from the perspective of each organization.	<ul style="list-style-type: none"> <li>• 2-1-1 Brevard</li> <li>• Aging Matters</li> <li>• Arise International Ministry</li> <li>• Brevard Family Partnership</li> <li>• Brevard Homeless Coalition</li> <li>• CareerSource Brevard</li> <li>• Catholic Charities</li> <li>• Central Brevard Sharing Center</li> <li>• Community of Hope</li> <li>• Crosswinds Youth Services, Inc.</li> <li>• Daily Bread</li> <li>• Department of Children and Families</li> <li>• Department of Veteran Affairs</li> <li>• Eckerd Connects</li> <li>• Family Promise of Brevard</li> <li>• Genesis House</li> <li>• Housing for Homeless</li> <li>• Mosaic Palm Bay</li> <li>• North Brevard Charities</li> <li>• Ready for Life Brevard</li> <li>• Serene Harbor</li> <li>• South Brevard Sharing Center</li> <li>• Space Coast Health Center</li> <li>• Volunteers of America Florida</li> </ul>

### Topic-Specific Consultation Sessions

One of the Consortium's methods for gathering stakeholder input was facilitating topic-specific consultation sessions. These included scheduling calls with staff from partner organizations to discuss topics such as the needs facing the four HOME-ARP QPs; gaps in the housing, shelter, and service systems; and existing capacity constraints. The Consortium initially scheduled seven remote consultation sessions and invited 50 organizations to one or more sessions, organized by topic. These included sessions on victims' services, affordable housing development, veterans, early childhood and youth services, fair housing, homeless service and shelter providers, and services for seniors and those with disabilities. Table 3 outlines each session by topic, the number of invited stakeholders, and the number of stakeholders who attended.

There was a very low turnout for the stakeholder consultation sessions primarily due to the impacts of Hurricanes Ian and Nicole. The Consortium invited the same stakeholders who were invited to a consultation session to respond to the survey and identified additional community partners to provide input.

**Table 3: Topic-Specific Consultation Sessions**

Session Topic	# Stakeholders Invited	# Stakeholders Attended	Date
Early Childhood & Youth Services	3	0	11/01/2022
Services for Seniors and those with Disabilities	7	0	11/02/2022
Fair Housing	11	0	11/08/2022
Veterans	2	0	11/09/2022
Affordable Housing Development	8	1	11/10/2022
Victim Services	6	0	11/15/2022
Homeless Service Providers	13	0	11/17/2022

## Summarize feedback received and results of upfront consultation with these entities.

### *Summary of the Consultation Session and Meeting Themes*

Through the three consultation methods, the Consortium heard perspectives directly from organizations working with the four HOME-ARP QPs on their unmet housing, shelter, and service needs. Participants spoke of the tremendous needs and challenges faced by the QPs as well as by program staff in providing services to these communities.

A common thread in every session was the sense of the enormity of the challenges in meeting the needs of the community and specifically the HOME-ARP QPs. In each HOME-ARP discussion, it was evident that stakeholders felt that existing available resources do not meet the size of current needs. Knowing this, stakeholders focused on how to best prioritize available funding, understanding that all of the eligible activities are needed and each of the QPs has significant needs and gaps in services.

Through discussions with stakeholders representing service providers, community funders, housing developers, and government entities with elected and appointed officials, the Consortium was able to hear directly from individuals and organizations working with the QPs on the housing, shelter, services, and capacity needs they see within their community.

Key themes from the consultation sessions include:

- Rental vacancy rates are decreasing while rents are increasing dramatically in some places, which contributes to immense financial stress for families earning 80 percent AMI or less as well as households living on a fixed income.
- Vacancy rates on affordable housing units are so low that it is difficult for households with a rental assistance voucher to find a suitable unit in a reasonable amount of time.
- The cost of developing affordable rental housing has dramatically increased over the past several years, which minimizes options for new units and constricts movement in the housing market. This strains low-income households and those experiencing housing instability.
- There is a limited stock of units that are affordable and have wraparound supportive services to support the HOME-ARP QPs. Stakeholders noted several subpopulations with significant unmet needs including single men and women; unaccompanied youth and youth aging out of the foster care system; seniors; and LGBTQ+ individuals.
- Service providers have limited capacity and are stretched thin across the CoC. The Brevard Homeless Coalition is making steady progress in coordinating service providers in a unified vision; however, increased capacity and coordination are needed to decrease duplication of services across providers.
- Since the COVID-19 pandemic, stakeholders have witnessed a steady increase in the number of households calling 2-1-1 looking for available shelter beds and affordable



housing. Stakeholders also noted a lack of designated shelter space for victims of domestic violence and human trafficking.

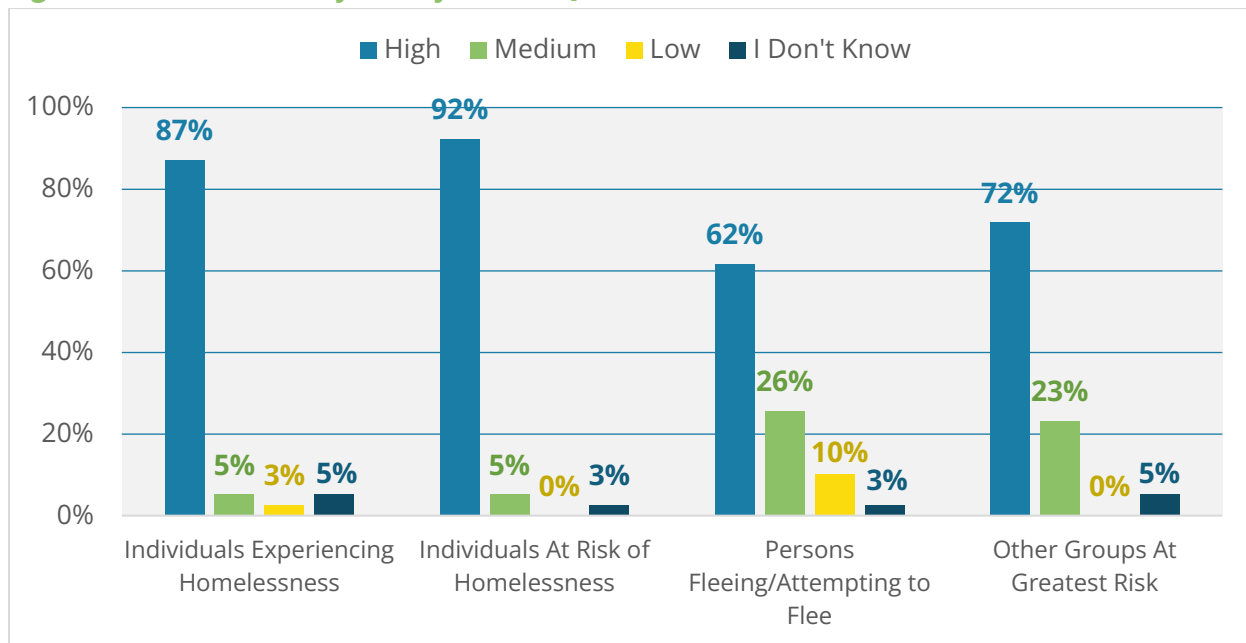
- Stakeholders noted the need for increased transportation assistance for lower-income households and seniors to and from economic and healthcare areas in Brevard County.
- As the housing market becomes increasingly less affordable, households are seeking additional avenues to increase their sustainable income through employment.

### **Survey Themes**

The following section summarizes the major results of the stakeholder survey. The Appendix contains a complete list of the multiple-choice results from the survey.

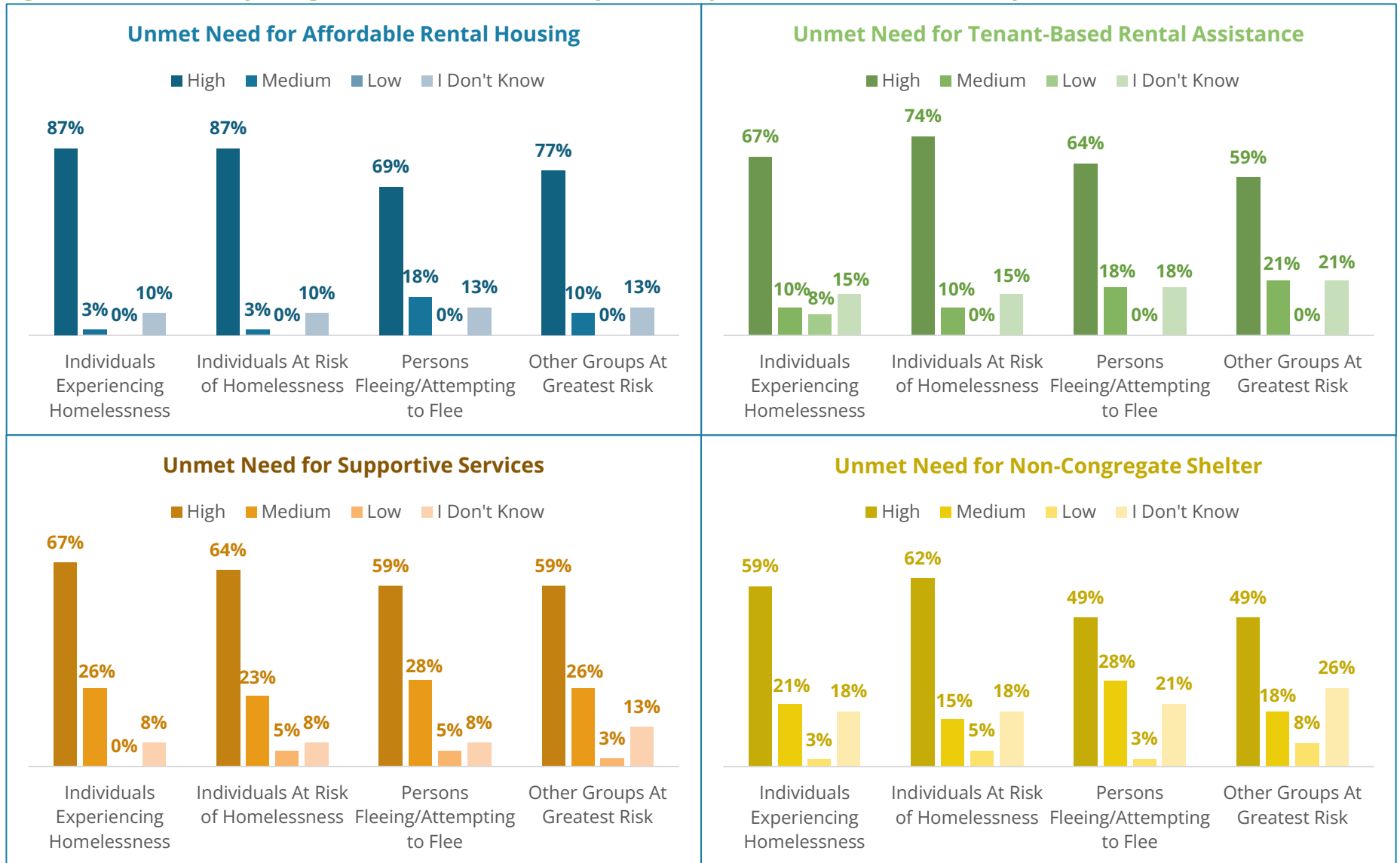
The Consortium received 39 responses to the stakeholder survey. The survey asked a series of questions to gauge the level of need for housing, shelter, and services for each of the HOME-ARP QPs. One question asked respondents to rank the overall level of need for each of the four QPs using a scale of high, medium, and low. Respondents were provided the option to opt out of ranking any of the populations by responding “I don’t know.” The results to this question are summarized in Figure 4 and indicate that most respondents felt that all four QPs face high overall needs. Eighty-seven percent of respondents indicated that there were high overall needs for individuals experiencing homelessness, 92 percent indicated high needs for individuals at risk of homelessness, 62 percent indicated high needs for persons fleeing or attempting to flee, and 72 percent indicated high needs for others at greatest risk. Notably, few respondents said there were low needs for any of the QPs.

**Figure 4: Overall Level of Need for Each QP**



The survey then asked respondents to indicate the level of unmet need for affordable rental housing, non-congregate shelter, supportive services, and tenant-based rental assistance for each of the QPs. Figure 5 shows that most respondents felt there is a high level of unmet need for each activity for each HOME-ARP QP. Notably, more respondents felt there is a higher unmet need for affordable rental housing for each QP than there is for the other HOME-ARP-eligible activities.

**Figure 5: Unmet Needs for Eligible HOME-ARP Activities by QP Identified in the Stakeholder Survey**



When asked to prioritize how they would spend HOME-ARP funds across the eligible activities, the majority of respondents indicated they would prioritize affordable rental housing, followed by non-congregate shelter, nonprofit capacity building, supportive services, and then tenant-based rental assistance. Figure 6 provides an overview of how respondents ranked the HOME-ARP-eligible activities using a scale of 1 to 5, with 1 as the highest priority and 5 as the lowest. The eligible activities are presented in the order of prioritization according to survey respondents.

Figure 6 shows that 51 percent of respondents selected affordable rental housing as their highest priority, 21 percent selected it as their second choice, 15 percent as their third, 5 percent as their fourth, and 8 percent as their fifth. Among the respondents who selected another activity as their first choice, 15 percent selected non-congregate shelter as their highest priority while 15 percent selected nonprofit capacity building, 13 percent selected supportive services, and 5 percent selected tenant-based rental assistance.

**Figure 6: Prioritization of HOME-ARP-Eligible Activities From Survey**

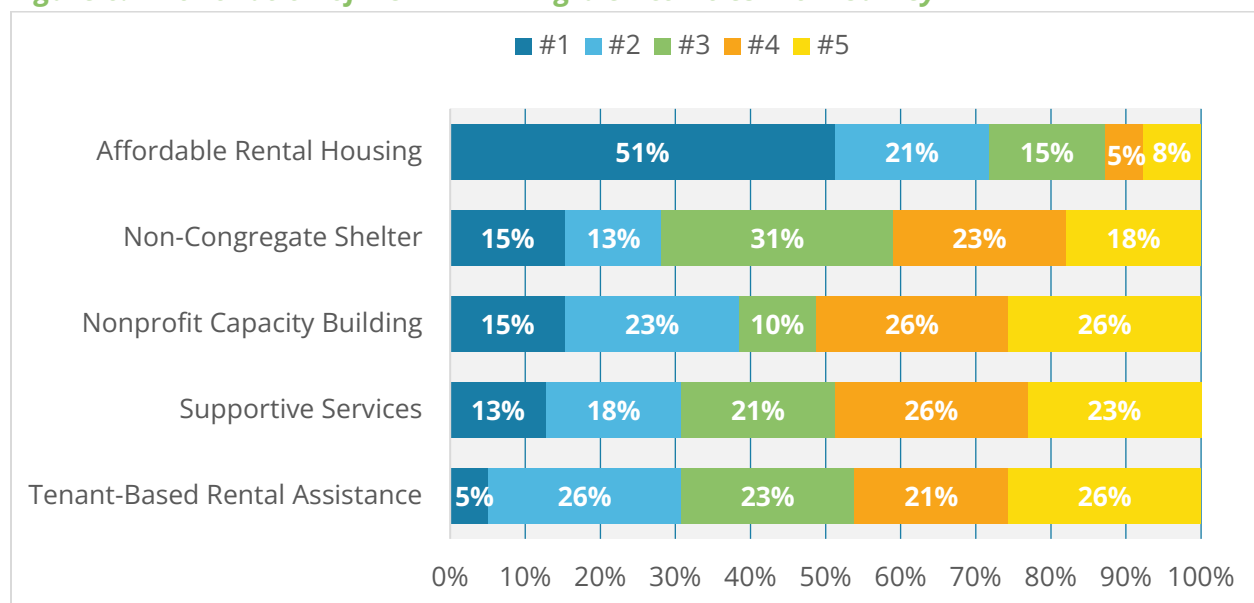


Table 4 outlines the average weighted score for each HOME-ARP activity. The average weighted score provides a clear ranking of the activities based on respondents' prioritization. The average weighted score is calculated by assigning weights to each response option (i.e., on a scale of 1 to 5) for the survey question, with higher weights assigned to higher scores. Higher average weighted scores indicate that respondents prioritized a HOME-ARP activity more. The average weighted scores confirm that respondents prioritized affordable rental housing the most, followed by non-congregate shelter, nonprofit capacity building, supportive services, and then tenant-based rental assistance.

**Table 4: Average Weighted Score of Prioritized HOME-ARP-Eligible Activities**

Ranking Order	HOME-ARP-Eligible Activity	Average Weighted Score
#1	Affordable Rental Housing	4.0
#2	Non-Congregate Shelter	2.9
#3	Nonprofit Capacity Building	2.8
#4	Supportive Services	2.7
#5	Tenant-Based Rental Assistance	2.6

The survey also asked respondents to prioritize which supportive services are most needed for each HOME-ARP QP. The survey first presented a list of eligible supportive services based on the list of eligible costs for supportive services included in HUD Notice CPD-21-10. The survey then asked respondents to select which services were needed most for each QP and to prioritize the services they had just selected for each population. Table 5 outlines the top five most needed supportive services for each QP based on the average weighted scores from the survey.

**Table 5: Top Five Most Needed Supportive Services for Each QP**

Rank	Individuals Experiencing Homelessness	Individuals at Risk of Homelessness	Persons Fleeing/ Attempting to Flee	Other Groups At Greatest Risk
#1	Case Management	Case Management	Victims' Services	Case Management
#2	Financial Assistance Costs	Financial Assistance Costs	Case Management	Victims' Services
#3	Housing Search Assistance and Counseling	Food Assistance	Legal Services	Financial Assistance Costs
#4	Victims' Services	Short- and Medium-Term Rental Assistance	Financial Assistance Costs	Housing Search Assistance and Counseling
#5	Mental Health Services	Landlord and Tenant Liaison	Childcare	Short- and Medium-Term Rental Assistance

Survey respondents indicated that case management and financial assistance costs were among the most needed supportive services for each QP. For individuals experiencing homelessness, the top five ranked supportive services included case management, financial assistance costs, housing search assistance/counseling, victims' services, and

mental health services. For individuals at risk of homelessness, respondents identified case management, financial assistance costs, food assistance, short- and medium-term rental assistance, and landlord and tenant liaison as most needed. For persons fleeing/attempting to flee, the top-ranked services included victims' services, case management, legal services, financial assistance costs, and childcare. For other populations at greatest risk, stakeholders identified case management, victims' services, financial assistance costs, housing search assistance/counseling, and short- and medium-term rental assistance as top needed supportive services.

Lastly, the survey offered respondents the opportunity to provide additional input on the housing, shelter, and service needs of the HOME-ARP QPs as well as comment on provider and system capacity. All of the themes from the consultation sessions were repeated in the open-ended survey questions. The common themes among those responses include:

- More affordable housing units are needed throughout the County, for all types of populations.
- Shelter space is needed for all populations but is particularly hard to find for families with children.
- Households on fixed incomes and families earning less than 80 percent AMI are at great risk of homelessness in the current economic conditions in the County.

### ***Overall Themes From all Stakeholder Consultation Methods***

The primary themes across all three consultation methods are described below.

Figure 7: Themes From the Consultation Process

### Affordable Housing and Rental Assistance Themes

- **There's an overall lack of affordable housing options.** Stakeholders mentioned that all four HOME-ARP QPs would benefit from additional affordable housing. Affordable housing was prioritized as the most-needed HOME-ARP-eligible activity by over half of survey respondents.
- **There is a high need for a variety of permanent housing options.** The HOME-ARP QPs often have complex needs and different types of housing needs.
- **Specific subpopulations have unmet housing needs.** Stakeholders noted that seniors, service sector workers, and individuals with evictions, criminal records, or poor credit face considerable barriers in securing housing and would benefit from rental assistance.
- **There is a need for more supportive housing.** Stakeholders noted a high need for affordable housing with supportive services for individuals experiencing homelessness. While there are some resources for rapid rehousing programs, the time-limited nature of these programs is often not sufficient to ensure long-term stability. The lack of affordable housing can keep people "stuck" in shelters, which limits shelter availability for others who need assistance.
- **Tenant-based rental assistance was prioritized the least by survey respondents.** This ranking likely reflects difficulties in utilizing existing rental assistance in the private rental market due to rising rents and other barriers for HOME-ARP QPs.

### Non-Congregate Shelter Themes

- **There's high demand and low supply for shelter and services.** Stakeholders explained that there is limited shelter capacity across the County. Limitations in funding for ongoing shelter operations and organizational capacity is a barrier.
- **Specific subpopulations have unmet shelter and service needs.** Stakeholders noted that single men and women, unaccompanied youth/youth aged out of foster care, seniors, and LGBTQ+ individuals do not have specific shelter spaces or targeted services to assist them. Homeless individuals can be turned away due to a lack of shelter space or ability for providers to serve them.
- **There is a lack of targeted shelter and services for victims.** Stakeholders noted that the lack of designated shelter space for victims of domestic violence and human trafficking makes it harder to adequately serve this population.

## Supportive Services Themes

- **Similar supportive services were prioritized across the four QPs.** Case management, financial assistance, housing search and counseling, and victim services were identified as priority needs for multiple QPs.
- **Limited funding, qualified staff, and affordable housing can lower the effectiveness of supportive services.** Stakeholders explained that limited resources can lower the impact of services provided. Some organizations greatly rely on volunteers who are not sufficiently trained and those who are trained are often overworked and underpaid.
- **There are similar needed supportive services across the QPs.** The survey identified that all four QPs have needs for case management; all four have needs for financial assistance costs; and three out of four have needs for victims' services. The consultations also identified the need for eviction prevention and legal services for those facing eviction.

## Nonprofit Capacity Themes

- **There is a need for better coordination among agencies working with the QPs.** There are areas for improved coordination between different types of organizations (e.g., victims service providers, homeless service providers) and organizations providing similar services to limit duplication of services, build capacity of existing programs, and meet the needs of all QPs.
- **There is widespread staff turnover and burnout.** Many organizations serving the QPs have lost staff with valuable expertise and remaining staff have high workloads. Others rely on volunteers who are not trained. This makes it difficult to adequately meet QP needs and achieve longer-term goals.
- **There are opportunities to align existing grant application processes to achieve greater impacts.** Some stakeholders mentioned that applying for funding is challenging as resources are often targeted to specific geographic areas. There are opportunities to connect and streamline application processes across the County.



# Public Participation

## Regulatory Requirements

Section V.B. of HUD [Notice: CPD-21-10](#) outlines the requirements for PJs in providing and encouraging citizen participation in the development of the HOME-ARP Allocation Plan. Prior to submitting the Allocation Plan to HUD, PJs must provide residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP Allocation Plan for a period of at least 15 calendar days. During public engagement, PJs must abide by the requirements outlined in their Citizen Participation Plan. PJs must hold at least one public hearing during the development of the Allocation Plan and prior to submission to HUD.

PJs must also disclose the jurisdiction's total HOME-ARP allocation to the public as well as the range of eligible activities the PJ could pursue with their HOME-ARP funding. Following the public hearing and comment period, PJs must summarize any comments received, describe efforts to broaden public engagement, and explain whether any comments or recommendations were not accepted and why.

**Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan.**

*Table 6: Dates for Public Participation Events for the HOME-ARP Allocation Plan*

Event	Date(s)
<b>Public Notice</b>	March 3, 2023
<b>Public Comment Period</b>	March 3 to March 20, 2023
<b>Public Hearing</b>	March 21, 2023

**Describe the public participation process.**

As the lead of the Brevard County HOME Consortium, Brevard County is conducting the public participation process for the Consortium's HOME-ARP Allocation Plan. The Consortium is seeking feedback from the general public on the draft Allocation Plan through a public hearing and comment period and will hold a public meeting in front of the County Commission on March 21, 2023, at The Viera Government Center, 2725 Judge Fran Jamieson Way, Building C, first floor, Commission Room and respond to requests for information from interested parties. To raise awareness and encourage public participation in the Allocation Plan, Brevard County posted a public notice in multiple newspapers including Al Dia Today, Ebony News, and Florida Today. In addition, the plan will be posted

on the County's website as well as the websites for the Cities of Cocoa, Melbourne, Palm Bay, and Titusville.

The County followed the requirements outlined in its Citizen Participation Plan during the development of the HOME-ARP Allocation Plan regarding broadening public participation and ensuring reasonable accommodations for persons with disabilities.

### **Describe efforts to broaden public participation.**

Brevard County is utilizing several methods to broaden public participation in the development of the Consortium's HOME-ARP Allocation Plan. The Allocation Plan was shared with community partners via email and was published on Brevard County's website to solicit comments from the public. The County's website also allows the public to provide comments directly on the website. In addition, the public meeting with the County Commission will provide another opportunity for public comment on the draft Allocation Plan. In its public notice, the County provided the name and contact information for individuals to request any accommodation regarding the public hearing, public comment period, and/or access to the Allocation Plan.

The County's public comment period will be held from March 3 to March 20, 2023 and the public hearing will be held on March 21, 2023 at 9:00 AM. Brevard County published a public notice describing the HOME-ARP planning process, public comment period, and public hearing date and time in *Al Dia Today*, *Ebony News*, and *Florida today* on March 3, 2023.

Following the adoption of the HOME-ARP Allocation Plan, the Appendix will be updated to include a summary of any comments received and an explanation for why any comments or recommendations were not accepted.

### **Summarize the comments and recommendations received through the public participation process either in writing, or orally at a public hearing.**

This section of the HOME-ARP Allocation Plan will be updated following the completion of the public hearing and comment period.

### **Summarize any comments or recommendations not accepted and state the reasons why.**

This section of the HOME-ARP Allocation Plan will be updated following the completion of the public hearing and comment period.

# Needs Assessment and Gaps Analysis

## Overview

The Needs Assessment and Gaps Analysis begins with a description of the regulatory requirements outlined in HUD Notice: CPD-21-10 followed by a description of the Consortium's data methodology. The plan then estimates the size and demographic composition of each QP and summarizes the unmet housing, shelter, and service needs facing these populations.

## Regulatory Requirements

PJs must complete a Needs Assessment and Gaps Analysis that evaluates the size and demographic composition of the four HOME-ARP QPs within the jurisdiction's boundaries and assesses the unmet needs of these populations. These requirements are described in Section V.C.1 of HUD Notice: CPD-21-10. Required elements include analysis of the shelter, housing, and service needs of individuals experiencing sheltered and unsheltered homelessness, those currently at risk of homelessness, individuals and households requiring services or housing assistance to prevent homelessness, and those at greatest risk of housing instability or who live in unstable housing situations. The assessment must also identify existing gaps within the jurisdiction's shelter system, housing inventory, and service delivery system.

Furthermore, the assessment must include a description of the housing characteristics that are associated with housing instability and an increased risk of homelessness if the PJ is including these conditions under the HUD definition of "other populations." The assessment should also identify the PJ's priority needs for each QP and describe how the PJ determined these needs as well as the existing gaps in the grantee's shelter, housing, and service delivery systems.

## Data Methodology

There are several challenges at play when it comes to gathering and analyzing data on the four HOME-ARP QPs. The definitions for each of the QPs are multifaceted and there is no single data source that neatly aligns with the entirety of each definition. PJs must therefore utilize existing data sources that line up with pieces of the HOME-ARP definitions. The implication of this is that estimates on the size, demographic composition, and needs facing each of the QPs are incomplete and underrepresent the true extent of needs facing individuals who make up these communities.

In addition to the misalignment between the QP definitions and existing data sources, there is also a spatial mismatch between data sources and the Consortium member boundaries in Brevard County which may limit the estimates on the HOME-ARP QPs. The

Brevard County HOME Consortium includes five members: the Cities of Cocoa, Melbourne, Palm Bay, and Titusville as well as the County of Brevard. The boundaries for the City-members generally correspond to data sources for these jurisdictions; however, most data sources for Brevard County encompass the entire County, whereas Brevard County's CDBG and HOME jurisdiction is limited to the areas of the County outside of the City-members' jurisdictions. The mismatch between boundaries means that data sources at the County level may represent the entire Consortium rather than Brevard County's CDBG and HOME jurisdiction.

Another data limitation is the inability to deduplicate individuals and households across data sources. For available data that align with pieces of the HOME-ARP QP definitions, many sources are aggregated and provide estimates for the number of individuals and households within specific groups such as income category. Other data provide individual-level information that is useful for analyzing trends such as racial and ethnic disparities. This data may contain unique identifiers that can be used to determine whether an individual appears more than once in the same dataset; however, it is often not possible to determine whether individuals in one dataset are present in another. Even when unique identifiers are available, they are usually unique to only one dataset. In this case, it is not possible to determine the extent of overlap across data sources, or even across the QPs, which calls into question the accuracy of the estimates for the QPs.

Despite these limitations, available data sources can still provide useful information to better understand the needs facing the four QPs. In the development of the HOME-ARP Allocation Plan, the Consortium gathered and analyzed data from local, state, and federal sources—such as reports, assessments, datasets, and dashboards—to locate the most current information on the QPs. During the consultation process, the Consortium also asked stakeholders for recommendations on reports and datasets to gather additional resources for the Allocation Plan. Table 7 outlines the primary quantitative data sources the Consortium used to analyze the needs of each of the QPs.

**Table 7: Primary Quantitative Data Sources by QP**

HOME-ARP QP	Primary Quantitative Data Source
<b>Individuals experiencing homelessness</b>	<ul style="list-style-type: none"> <li>CoC Homeless Management Information System (2022)/Point-in-Time Count (2021/2022)</li> <li>Brevard Homeless Coalition, 2020 Gaps Analysis and System Performance Report</li> </ul>
<b>Individuals at risk of homelessness</b>	<ul style="list-style-type: none"> <li>Comprehensive Housing Affordability Strategy (CHAS) data (2015-2019)</li> <li>McKinney-Vento EDFacts Initiative, Student Homelessness (school year 2019–2020)</li> <li>Public Housing Authority client data (2021)</li> </ul>

HOME-ARP QP	Primary Quantitative Data Source
	<ul style="list-style-type: none"> <li>Shimberg Center for Housing Studies (2020)</li> </ul>
<b>Persons fleeing/attempting to flee domestic violence, sexual assault, dating violence, stalking, or human trafficking</b>	<ul style="list-style-type: none"> <li>CoC Homeless Management Information System (2022)/Point-in-Time Count (2021)</li> <li>Serene Harbor program data (2022)</li> <li>Brevard County Women's Center program data (2022)</li> <li>Florida Department of Law Enforcement Uniform Crime Reports (2020)</li> <li>Space Coast Human Trafficking Task Force (2022)</li> </ul>
<b>Other populations at risk of housing instability and homelessness</b>	<ul style="list-style-type: none"> <li>Comprehensive Housing Affordability Strategy (CHAS) data (2015–2019)</li> <li>American Community Survey (2017–2021)</li> <li>Brevard County Consortium's 2022–2026 Consolidated Plan</li> <li>Shimberg Center for Housing Studies (2021)</li> </ul>

Throughout the rest of the Needs Assessment and Gaps Analysis, each section will specify which data sources the Consortium used to estimate the size, demographic composition, and needs facing each QP as well as discuss specific data limitations to keep in mind while interpreting data for HOME-ARP.

## Understanding the QPs in Brevard County

Brevard County has experienced considerable change over the past few years. The effects of the job growth to the region, tourism, the COVID-19 pandemic, multiple natural disasters, rising inflation, and the increased cost of living have placed pressure on individuals and households across the County. For the HOME-ARP QPs, the past couple of years have both exacerbated existing challenges and witnessed the influx of unprecedented government funding. The following sections present the most recent available data on the size and composition of each of the QPs as well as their unmet housing, shelter, and service needs.

### Describe the size and demographic composition of the QPs within the PJ's boundaries.

#### *Individuals Experiencing Homelessness*

Brevard County is served by the Palm Bay, Melbourne/Brevard County CoC (FL-513) which is led by the Brevard Homeless Coalition. The Consortium worked with the Brevard

Homeless Coalition to collect and analyze Homeless Management Information System (HMIS) data from fiscal year 2022 (October 1, 2021, to September 30, 2022) on individuals experiencing homelessness in Brevard County.

HMIS data indicates that there were 2,675 individuals comprising 1,732 households across Brevard County who were served by Brevard Homeless Coalition in 2022. Table 8 provides an overview of the number of individuals and households served by project type and shows that 1,184 households (68 percent) were enrolled in shelter or transitional housing, 702 households (41 percent) were enrolled in rapid rehousing, and 53 households (3 percent) were enrolled in permanent supportive housing. During the year, some households moved from one form of shelter or housing to another. When comparing the number of households and individuals served by project type, the average household size was smallest for shelter and transitional housing and largest for rapid rehousing. Specifically, the average household size was 1.3 for shelter and transitional housing, 2.0 for rapid rehousing, 1.4 for permanent supportive housing, and 1.5 for any project type.

**Table 8: Individuals and Households Served by Project Type**

Project Type	# Households Served	# Heads of Households and Adults Served	# Individuals Served	Average Household Size
Shelter or Transitional Housing	1,184	1,239	1,592	1.3
Rapid Rehousing	702	844	1,391	2.0
Permanent Supportive Housing	53	62	75	1.4
<b>Any Project Type</b>	<b>1,732</b>	<b>1,900</b>	<b>2,675</b>	<b>1.5</b>

**Data source:** HMIS Data, 2022.

Table 9 provides a demographic breakdown of the individuals and households experiencing homelessness by project type. The data indicates that among all heads of households and adults served by any project 54 percent were male and 46 percent were female. Over half of the heads of households and adults identified as White non-Hispanic and around one-third identified as Black/African American. In terms of age, there were 529 individuals (20 percent) who were over age 55. Notably, across all projects, 1,001 children under age 18 accounted for 37 percent of all individuals experiencing homelessness. When comparing the breakdown of age across projects, 40 percent of individuals enrolled in rapid rehousing were children under 18 while this figure was 36 percent for shelter or transitional housing, and 17 percent for permanent supportive housing. Conversely, adults aged 55 or older comprised 37 percent of individuals enrolled in permanent supportive

housing, 16 percent enrolled in rapid rehousing, and 22 percent enrolled in shelters or transitional housing. The data also indicates that the majority of households were single-person households which made up 74 percent of all households served. Single-person households represented 83 percent of households enrolled in shelter or transitional housing, 72 percent of households enrolled in permanent supportive housing, and 55 percent of households enrolled in rapid rehousing. The Brevard Homeless Coalition also served 260 single-adult households with children, which accounted for 15 percent of households served.

**Table 9: Demographics of People Experiencing Homelessness in Brevard County by Project Type**

Sex of Heads of Households and Adults	Served in Any Project Type (Total=1,900)		Served in Shelter or Transitional Housing (Total=1,239)		Served in Rapid Rehousing (Total=844)		Served in Permanent Supportive Housing (Total=62)	
	#	%	#	%	#	%	#	%
Male	1,027	54%	745	60%	355	42%	36	58%
Female	866	46%	488	39%	489	58%	25	40%
Transgender, nonbinary, or questioning	4	0.2%	3	0.2%	0	0%	1	2%
Unknown	3	0.2%	3	0.2%	0	0%	0	0%
Race/Ethnicity of Heads of Households and Adults	Served in Any Project Type (Total=1,900)		Served in Shelter or Transitional Housing (Total=1,239)		Served in Rapid Rehousing (Total=844)		Served in Permanent Supportive Housing (Total=62)	
	#	%	#	%	#	%	#	%
American Indian/Alaska Native	8	0.4%	6	0.5%	2	0.2%	0	0%
Asian/Asian American	7	0.4%	5	0.4%	4	0.5%	0	0%
Black/African American	605	32%	368	30%	306	36%	18	29%
Multiracial	54	3%	34	3%	29	3%	3	5%
Native Hawaiian/Pacific Islander	10	1%	7	1%	5	1%	0	0%
White, Hispanic	126	7%	92	7%	50	6%	2	3%
White, Non-Hispanic	1,070	56%	710	57%	445	53%	39	63%
Unknown	14	1%	12	1%	2	0.2%	0	0%
Other	6	0.3%	5	0.4%	1	0.1%	0	0%



Age of All Persons in Households	Served in Any Project Type (Total=2,675)		Served in Shelter or Transitional Housing (Total=1,592)		Served in Rapid Rehousing (Total=1,391)		Served in Permanent Supportive Housing (Total=75)	
	#	%	#	%	#	%	#	%
0-5	324	12%	166	10%	221	16%	5	7%
6-17	677	25%	411	26%	329	24%	8	11%
18-24	162	6%	96	6%	97	7%	2	3%
25-54	976	36%	563	35%	520	37%	32	43%
55 and over	529	20%	349	22%	219	16%	28	37%
Unknown	7	0.3%	7	0.4%	5	0.4%	0	0%
Household Composition	Served in Any Project Type (Total=1,732)		Served in Shelter or Transitional Housing (Total=1,184)		Served in Rapid Rehousing (Total=702)		Served in Permanent Supportive Housing (Total=53)	
	#	%	#	%	#	%	#	%
Single-person household	1,279	74%	982	83%	383	55%	38	72%
Household with 2+ adults	71	4%	28	2%	47	7%	7	13%
Household with 2+ children	1	0.1%	0	0%	1	0.1%	0	0%
Single adult with 1-2 children	192	11%	95	8%	136	19%	3	6%
Single adult with 3+ children	68	4%	33	3%	43	6%	2	4%
2+ Adults with 1-2 children	75	4%	25	2%	59	8%	3	6%
2+ Adults with 3+ children	37	2%	15	1%	28	4%	0	0%
Other household	9	1%	6	1%	5	1%	0	0%

**Data sources:** HMIS Data, 2022.

The Consortium also explored the various subpopulations among households experiencing homelessness across Brevard County. Table 10 provides the number of households across various subpopulations by household type and includes the following categories:

- **Adult-Only:** Households that only contain adults.
- **Adult-Only 55+:** Households in which all members are at least 55 years old.
- **Adult-Only Veteran:** Households that only contain adults and at least one veteran. This is a subset of adult-only households.
- **Adult-Child Households:** Households in which there is at least one adult and one child under the age of 18.
- **Adult-Child, 3+ Children:** Households with at least one adult and three or more children under the age of 18.
- **Child-Only Household:** Households in which all members are children under the age of 18.
- **Has Disabled Member:** Households in which the head of household or an adult identified that they have a disabling condition at project entry.
- **First-Time Homeless:** A household that entered an emergency shelter, Safe Haven, transitional housing, rapid rehousing, or permanent supportive housing project and was not previously enrolled in any projects in the two years prior to entry.
- **Returners From a Permanent Destination:** A household that entered an emergency shelter, Safe Haven, transitional housing, rapid rehousing, or permanent supportive housing project and has a previous exit to a permanent destination from a project in the 15–730 days prior to enrollment.

The data indicate that there were a total of 1,709 households that stayed at least one night in emergency shelter, Safe Haven, transitional housing, rapid rehousing, or permanent supportive housing in 2022. Among these households, 56 percent were homeless for the first time, 39 percent included a member that had a disabling condition, 27 percent were households that only included adults over the age of 55, and 2 percent had returned to homelessness after previously exiting to a permanent destination. When disaggregated by household type, a higher percentage of adult-only households included someone with a disability (50 percent) compared to households with adults and children (28 percent) or child-only households (4 percent). Seventy-one percent of adult-only veterans households included someone with a disabling condition. Notably, 85 percent of households with only children were experiencing homelessness for the first time in 2022 while this figure was 52 percent for adult-only households, 50 percent for households with adults and children, and 41 percent for adult-only veteran households.

**Table 10: Subpopulation Households Experiencing Homelessness in Brevard County**

Household Subpopulation	Total Households		Adult-Only Households		Adult-Only Veteran Households		Adult-Child Households		Child-Only Households	
	#	%	#	%	#	%	#	%	#	%
Adult-only 55+	464	27%	464	42%	214	58%	N/A	N/A	N/A	N/A
Adult-child, 3+ children	107	6%	N/A	N/A	N/A	N/A	107	29%	N/A	N/A
Has disabled member	666	39%	550	50%	261	71%	106	28%	10	4%
First-time homeless	960	56%	574	52%	151	41%	186	50%	198	85%
Returners from a permanent destination	50	2%	25	2%	13	4%	9	2%	16	7%
<b>Total</b>	<b>1,709</b>	<b>100%</b>	<b>1,101</b>	<b>100%</b>	<b>370</b>	<b>100%</b>	<b>373</b>	<b>100%</b>	<b>232</b>	<b>100%</b>

**Data source:** HMIS Data, 2022.

Lastly, the Consortium explored the race and ethnicity of heads of households by household type for households that stayed at least one night in emergency shelter, Safe Haven, transitional housing, rapid rehousing, or permanent supportive housing in 2022. Table 11 indicates that the distribution of households by race and ethnicity varied by household type. For total households, 63 percent were White, 32 percent were Black/African American, and 9 percent were Hispanic. Among households with adults and children and households with only children, there were higher percentages of households of color. Specifically, 45 percent of adult-children households were Black and 10 percent were Hispanic while these figures for child-only households were 35 percent and 16 percent, respectively. Conversely, adult-only households contained a higher percentage of households identifying as White.

**Table 11: Race/Ethnicity of Households by Type in Brevard County**

Race/Ethnicity of Head of Household	Total Households		Adult-Only Households		Adult-Only Veteran Households		Adult-Child Households		Child-Only Households	
	#	%	#	%	#	%	#	%	#	%
American Indian/Alaska Native	8	0.5%	7	1%	4	1%	0	0%	1	0.4%
Asian	7	0.4%	6	1%	1	0.3%	0	0%	1	0.4%
Black/African American	552	32%	304	28%	90	24%	166	45%	81	35%

Race/Ethnicity of Head of Household	Total Households		Adult-Only Households		Adult-Only Veteran Households		Adult-Child Households		Child-Only Households	
	#	%	#	%	#	%	#	%	#	%
Multiracial	52	3%	30	3%	7	2%	11	3%	11	5%
Native Hawaiian/Pacific Islander	7	0.4%	6	1%	2	1%	1	0.3%	0	0%
White	1,069	63%	737	67%	265	72%	195	52%	135	58%
Hispanic/Latino	143	8%	68	6%	15	4%	36	10%	37	16%
<b>Total</b>	<b>1,709</b>	<b>100%</b>	<b>1,101</b>	<b>100%</b>	<b>370</b>	<b>100%</b>	<b>373</b>	<b>100%</b>	<b>232</b>	<b>100%</b>

**Data source:** HMIS Data, 2022.

### *Individuals at Risk of Homelessness*

To estimate the size and demographic composition of individuals at risk of homelessness, the Consortium gathered and analyzed data from several sources that provide information on different facets of this QP. These include the 2015–2019 five-year estimates of the Comprehensive Housing Affordability Strategy (CHAS) data, data on student homelessness from the McKinney-Vento EDFacts Initiative for school year 2019–2020, and program data from clients served by one of the County's PHAs in 2021.

#### *CHAS Data on Extremely Low-Income Households*

The first data source, CHAS, includes information on the types of housing problems and needs facing households at different income levels in a geographic area. For the HOME-ARP Allocation Plan, data from CHAS aligns with parts of the HOME-ARP definition for individuals at risk of experiencing homelessness that earn less than 30 percent AMI and who are experiencing one or more of the four severe housing problems captured in CHAS data. The four severe housing problems include:

- Housing units lacking complete kitchen facilities.
- Housing units lacking complete plumbing facilities.
- Households that are severely overcrowded (defined as having more than 1.5 people per room).
- Households that are severely cost-burdened (defined as spending over 50 percent of monthly income on housing costs).

Households earning less than 30 percent AMI, also referred to as extremely low-income (ELI) households, have an increased risk of homelessness, which is further compounded for households experiencing one or more of the four severe housing problems.

Countywide, 2019 CHAS data indicate that there were 25,680 ELI households of whom 11,165 were renters and 14,515 were owners. Overall, 14,765, or 58 percent of all ELI households, experienced one or more of the four severe housing problems. The most common severe housing problem was severe housing cost burden with 14,525 households paying more than half of their income on housing costs. Table 12 outlines the number of ELI households with severe housing problems in the Consortium by tenure and jurisdiction.

**Table 12: ELI Households With Severe Housing Problems in the Consortium by Tenure**

ELI Renter Households	County-wide	Cocoa	Melbourne	Palm Bay	Titusville
Severely cost-burdened	7,350	565	2,090	1,190	835
Severely overcrowded	40	0	20	0	0
Total ELI renter households	11,165	1,020	3,315	1,585	1,290
ELI Owner Households	County-wide	Cocoa	Melbourne	Palm Bay	Titusville
Severely cost-burdened	7,175	145	840	1,085	555
Severely overcrowded	55	0	30	20	4
Total ELI owner households	14,515	350	1,675	2,950	1,210
Total ELI Households	County-wide	Cocoa	Melbourne	Palm Bay	Titusville
Severely cost-burdened	14,525	710	2,930	2,275	1,390
Severely overcrowded	95	0	50	20	4
Total ELI households	25,680	1,370	4,990	4,535	2,500

**Data source:** CHAS, 2019.

Table 13 includes a breakdown of households earning less than 30 percent AMI by tenure and race/ethnicity across the County and indicates whether the household experienced one or more of the four severe housing problems. Of the 7,435 ELI renter households who experienced at least one of the four severe housing problems, 63 percent were White, 20 percent were Black/African American, 13 percent were Hispanic (of any race), and 2 percent were Asian. It is important to note that there were only 15 ELI American Indian/Alaska Native renter households and zero ELI Pacific Islander renter households who experienced a severe housing problem in the CHAS data. Since the sample sizes for each of these races were small, the CHAS estimates may not accurately represent the housing needs of these populations across Brevard County. In comparison to the renter households, 7,330 ELI owner households experienced at least one of the four severe housing problems. Of them, 80 percent were White, 10 percent were Hispanic (of any race), 8 percent were

Black/African American, and 2 percent were Asian. The CHAS data only included 10 ELI American Indian/Alaska Native owner households and zero ELI Pacific Islander owner households.

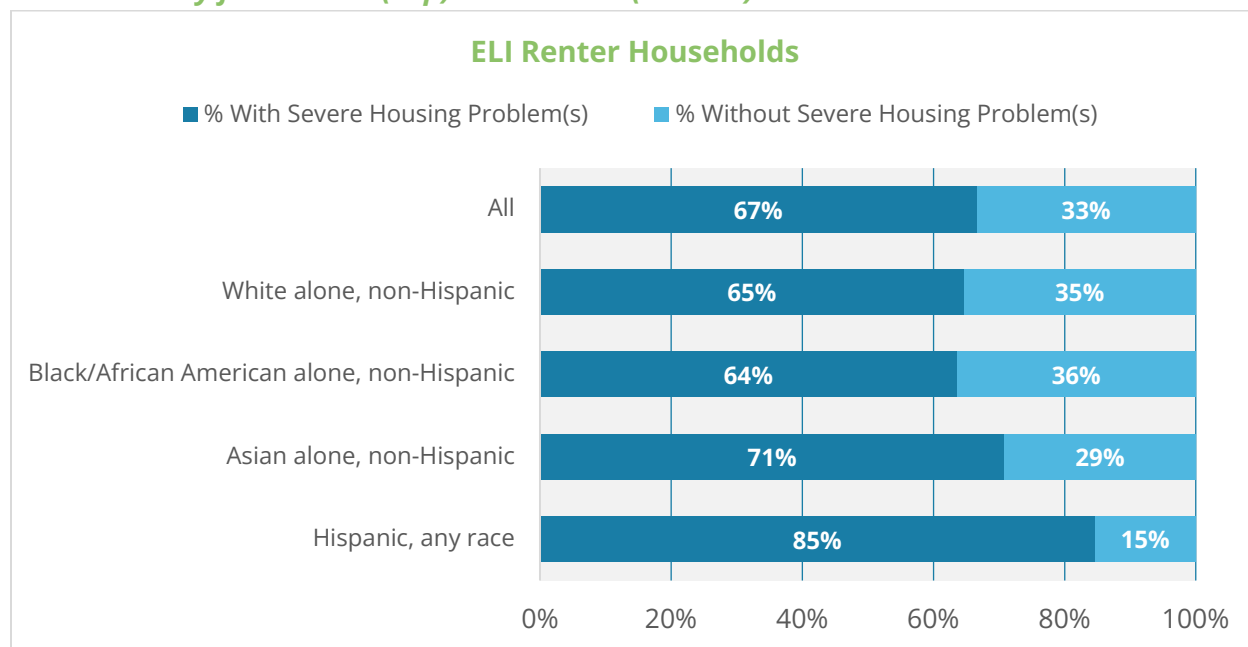
**Table 13: Severe Housing Problems by Race/Ethnicity Among ELI Households (Countywide)**

Race/Ethnicity	ELI Renter Households			ELI Owner Households		
	# With One or More Severe Housing Problems	# Without Severe Housing Problems	Total ELI Renter Households	# With One or More Severe Housing Problems	# Without Severe Housing Problems	Total ELI Owner Households
American Indian or Alaska Native, non-Hispanic	0	15	15	10	0	10
Asian alone, non-Hispanic	170	70	240	120	265	385
Black or African American, non-Hispanic	1,475	845	2,320	595	885	1,480
Pacific Islander alone, non-Hispanic	0	0	0	0	0	0
White alone, non-Hispanic	4,655	2,545	7,200	5,830	5,330	11,160
Hispanic, any race	990	180	1,170	705	700	1,405
<b>Total</b>	<b>7,435</b>	<b>3,730</b>	<b>11,165</b>	<b>7,330</b>	<b>7,180</b>	<b>14,510</b>

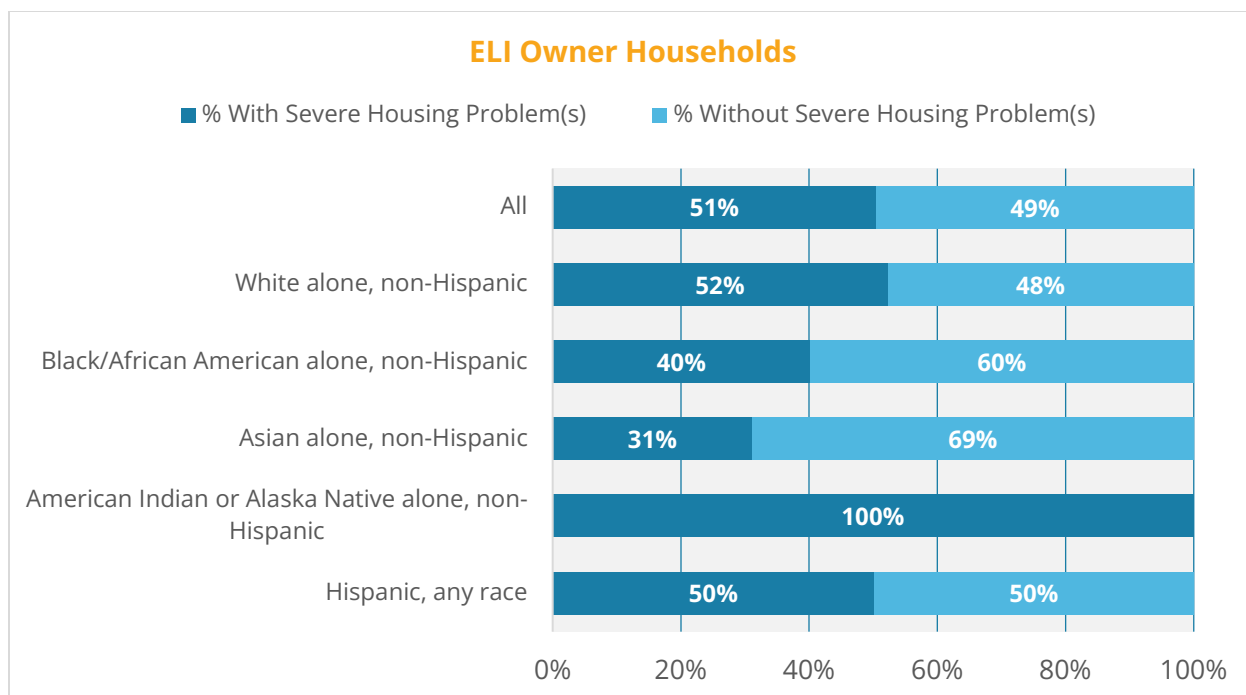
**Data source:** CHAS, 2019.

Figure 8 depicts which race and ethnicities may be experiencing disproportionately greater need across the County by comparing the share of ELI households with at least one severe housing problem to the share of those who are not experiencing a severe housing problem for renters and owners by race/ethnicity. CHAS data uses the race/ethnicity of the head of household who provided data on behalf of the household as a proxy for the race/ethnicity of the entire household. Disproportionately greater need occurs if a specific race or ethnicity at a given income level experiences housing problems at a rate that is at least 10 percentage points higher than the income level as a whole. Figure 8 indicates that among ELI renter households across the County, ELI Black/African American renter households had the lowest share at 64 percent while ELI Hispanic renter households experienced the highest share at 85 percent. Since the rate of ELI renter households across the County experiencing one or more severe housing problems is 67 percent, and 85 percent of ELI Hispanic renter households have at least one severe housing problem, this population is experiencing disproportionately greater need. When it comes to ELI owner households, 51 percent of all households experienced at least one severe housing problem. Figure 8 indicates that 100 percent of ELI American Indian/Alaska Native owner households experienced a severe housing problem and while this is significantly higher than the population of ELI owners as a whole, the small samples size suggests that the CHAS estimates may not accurately reflect the housing needs of this segment of the population. Overall, the CHAS data indicates that when it comes to severe housing problems in Brevard County, ELI Hispanic renter households are disproportionately impacted.

**Figure 8: Share of ELI Households With and Without Severe Housing Problems by Race/Ethnicity for Renters (Top) and Owners (Bottom)**







**Data source:** CHAS, 2019.

CHAS data from 2019 also indicate that among ELI severely cost-burdened households, the three most common household types were elderly/non-family, small family, and other households. Table 14 includes a breakdown of household types included in CHAS data. Families are defined as related individuals living together in the same household. CHAS data include the following household types.

- **Small families:** Two- to four-person households.
- **Large families:** Five or more people.
- **Elderly families:** Two people, with either or both aged 62 and over.
- **Elderly non-family:** Unrelated individuals, over the age of 62.
- **Other (non-elderly, non-family):** Could include unrelated individuals living together, or people living alone, who are under the age of 62.

In 2019, there were 5,210 ELI severely cost-burdened elderly nonfamily households, 3,925 small-family households, and 3,455 other households. Fifty-one percent of households were renters and 49 percent were owners. When disaggregated by household type, more households that included an elderly individual were homeowners compared to households without an individual over age 62. Specifically, 76 percent of ELI severely cost-burdened elderly families and 64 percent of ELI severely cost-burdened elderly nonfamilies were owners. Conversely, 23 percent of large families, 34 percent of small families, and 43 percent of other (non-elderly, nonfamilies) were owners. Differences in housing tenure for ELI severely cost-burdened households have implications for which forms of housing assistance would be most beneficial for those unable to afford housing costs.

**Table 14: Household Types of ELI Households With Severe Housing Cost Burden by Tenure**

Household Type	ELI Households With Severe Housing Cost Burden		
	Owners	Renters	Total
Elderly family	865	280	1,145
Small family	1,320	2,605	3,925
Large family	180	615	795
Elderly non-family	3,330	1,880	5,210
Other (non-elderly, non-family)	1,485	1,970	3,455
<b>Total</b>	<b>7,175</b>	<b>7,350</b>	<b>14,525</b>

**Data source:** CHAS, 2019.

Lastly, CHAS data provides estimates on the number of ELI households with one or more housing problems that include an individual with a disability. Table 15 outlines the number of households by disability type. CHAS data only provides information for renter and total households, and it is not possible to calculate the number of owner households using this data because it is unknown whether any households were excluded from the analysis if, for example, severe housing cost burden could not be computed.

The data indicate that the most prevalent type of disability among ELI households with one or more housing problems was ambulatory limitations followed by cognitive limitations and hearing or vision impairments. For ELI renter households, the most common disability types were cognitive limitations, ambulatory limitations, and self-care/independent living limitations. While it is unclear the extent to which these households overlap, the data suggest that a large number of ELI renter households across Brevard County would benefit from affordable housing options that are accessible to individuals with self-care needs or physical limitations and in close proximity to services to support individuals with cognitive limitations.

**Table 15: ELI Households With Housing Cost Problems by Disability Status**

Disability Status	ELI Households With Housing Problems	
	Renters	Total
Household member has a hearing or vision impairment	1,170	3,010
Household member has an ambulatory limitation	1,860	4,160
Household member has a cognitive limitation	2,060	3,280
Household member has a self-care or independent living limitation	1,490	2,960
Household has none of the above limitations	5,080	11,480

**Data source:** CHAS, 2019.

### **McKinney-Vento Data on Students Experiencing Homelessness**

In addition to analyzing CHAS data, the Consortium collected data from the U.S. Department of Education on student homelessness for school year 2019–2020 for enrolled students in pre-K through grade 12. [Data from the EDFacts Initiative](#) include information collected by local educational agencies on the number of enrolled students experiencing homelessness and provide insight into households with enrolled students who may not meet the HOME-ARP definition of homeless but would be considered at risk of homelessness. This is because the definition of homelessness used by the Department of Education is broader than the definition used by HUD. Specifically, homeless persons are defined as individuals lacking a fixed, regular, and adequate nighttime residence and include:

- Children and youth who are sharing housing with others due to loss of housing, an economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds because they lack alternative accommodations; are living in emergency or transitional shelters; or were abandoned in hospitals.
- Children and youth whose primary nighttime residence is a public or private place not meant for human habitation.
- Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.

- Migratory children who qualify as homeless because the children are living in the circumstances described above.

Although ED Facts data provide useful information to estimate the number of enrolled students experiencing homelessness, it is important to note several factors that have likely influenced the accuracy of the data. In order to comply with federal laws to protect the privacy of student education records, data elements in the ED Facts data are suppressed if the count of students is low. This is to prevent data users from identifying students using demographic information when counts are low and suggests that counts may under-represent the true extent of student homelessness. Another factor influencing data collection on student homelessness was the COVID-19 pandemic. The 2019–2020 school year witnessed the beginning of the pandemic and the transition to online learning for many across the country. For students experiencing homelessness, the shift to online learning may have prevented some students from staying connected to their schools. At the same time, the pandemic also led to new sources of federal funding including resources to help schools identify and assist homeless students. This likely contributed to a reduction in the number of homeless students during the school year. It is unclear the full extent to which these factors have impacted the accuracy of the ED Facts data for the 2019–2020 school year.

Table 16 summarizes the ED Facts data from the 2019–2020 school year for students enrolled at schools within the Brevard County School. The data indicates that there were 1,615 enrolled students experiencing homelessness across Brevard County, representing 2 percent of all enrolled students in the County. Of these students, 42 percent were White, 32 percent were Black/African American, 14 percent were Hispanic/Latino, 11 percent were multiracial, 1 percent was Asian, and less than 1 percent was American Indian/Alaska Native. When compared to the general student population as a whole, the data indicate that there are racial disparities among enrolled students experiencing homelessness. Specifically, while Black/African American students comprise 15 percent of the general student population, Black/African American students represent 32 percent of enrolled students experiencing homelessness. Conversely, while White students make up 60 percent of the general student population, White students represent 42 percent of students experiencing homelessness.

**Table 16: Race/Ethnicity of Enrolled Students Experiencing Homelessness Compared to the Total Student Population of Brevard County**

Enrolled Student Race/Ethnicity	Enrolled Students Experiencing Homelessness		General Student Population	
	# Homeless	% Total Homeless	# Students	% Total
American Indian or Alaska Native	3	0.2%	177	0.2%
Asian	9	1%	1,627	2%
Black/African American	516	32%	10,868	15%
Native Hawaiian or Pacific Islander	0	0%	113	0.2%
Two or more races	184	11%	5,798	8%
White	675	42%	44,323	60%
Hispanic/Latino*	228	14%	11,056	15%
<b>Total</b>	<b>1,615</b>	<b>100%</b>	<b>73,962</b>	<b>100%</b>

**Data sources:** 1) EDFacts Initiative, school year 2019–2020 (homeless students); 2) Common Core Data, school year 2019–2020 (total students).

*\*Note: Data from EDFacts and Common Core Data classify Hispanic/Latino as a race category, unlike CHAS data, which considers Hispanic as an ethnicity that is a distinct category from race groups.*

Table 17 provides additional information on sub-populations among students experiencing homelessness as well as the places of nighttime residence. Of the 1,615 students experiencing homelessness, the largest subpopulation was for students with one or more disabilities, who comprised 25 percent of students experiencing homelessness. There were 102 students experiencing homelessness who had limited English proficiency, no reported migratory students, and 189 unaccompanied youth. In terms of nighttime residence, the data indicates that 76 percent of homeless students in Brevard County were doubled up with another household, 12 percent resided in a hotel or motel, 7 percent stayed in a shelter or transitional housing, and 5 percent were unsheltered.

The data suggest that most students experiencing homelessness rely on doubling up with other households and fewer households reside in shelters, transitional housing, or unsheltered situations such as cars, parks, public spaces, or other places not meant for human habitation. While it is not possible to determine the unmet need for shelter and

housing programs of student households using the EDfacts data alone, this data is useful for understanding where students experiencing homelessness reside at night.

**Table 17: Students Experiencing Homelessness by Subpopulation**

Subpopulations	Brevard County School District	
	# Homeless Students	% Total
Children with one or more disabilities	410	25%
Limited English proficiency	102	6%
Unaccompanied youth	189	12%
Nighttime Residence	Brevard County School District	
	# Homeless Students	% Total
Doubled up with another household	1,229	76%
Hotel or motel	194	12%
Shelters and transitional housing	112	7%
Unsheltered	80	5%

**Data source:** EDfacts Initiative, school year 2019–2020.

### **PHA Data on Individuals Assisted in Brevard County**

The Consortium also analyzed data from HUD’s Picture of Subsidized Households on the households receiving rental assistance or residing in public housing operated by one of the four PHAs in the County, which includes the Housing Authority of Brevard County, the Melbourne Housing Authority, the Cocoa Housing Authority, and the Housing Authority of the City of Titusville. The Housing Authority of Brevard County and the Melbourne Housing Authority utilize the same staff to jointly administer programs serving the City of Melbourne and the non-entitlement areas of Brevard County. The Housing Authority of Brevard County and the Melbourne Housing Authority own and operate public housing units while the Housing Authority of Brevard County also administers a Section 8 Housing Choice Voucher program. The Cocoa Housing Authority serves the City of Cocoa and manages its own Housing Choice Voucher program while also managing properties that were converted from public housing to Project-Based Rental Assistance and Low-Income Housing Tax Credit units. Lastly, the Housing Authority of the City of Titusville serves the City of Titusville and oversees a Housing Choice Voucher program and public housing units.

In 2021, a total of 8,432 individuals comprising 3,486 households were assisted across Brevard County by the four PHAs. Table 16 provides a demographic breakdown of these households using the data collected on the head of the household, or when specified, the

spouse/co-head of the household. Among the heads of household, 56 percent identified as Black/African American, 12 percent were Hispanic, and 31 percent were White. The data also indicates that 43 percent of households were led by a single adult with at least one child under the age of 18 and that many of these single adults were female.

In addition, of the assisted households, 67 percent had incomes below 30 percent AMI and 92 percent had incomes below 50 percent AMI. The data also shows that while the most common age cohort for heads of households at each PHA was for ages 25 to 49, there were 925 households (27 percent) headed by someone over age 62 across the County. Of these, 609 heads of household were both over age 62 and had a disability. Lastly, the data suggest that there were 642 households that were over-housed, or living in housing units where there were more bedrooms available than people in the household. This suggests that there is some mismatch between the size of available housing units and the size of households currently assisted by the PHA, whether through rental assistance or public housing. Additional data would be needed to determine what size units are most in demand among assisted households.

**Table 18: Demographic Information of Assisted Households by PHA**

Age Group of Head of Household	Housing Authority of Brevard County Total Households=2,257		Melbourne Housing Authority Total Households=143		Cocoa Housing Authority Total Households=132		Housing Authority of the City of Titusville Total Households=954	
	#	%	#	%	#	%	#	%
24 years or less	45	2%	3	2%	4	3%	29	3%
25 to 49 years	1,241	55%	93	65%	65	49%	420	44%
51 to 60 years	429	19%	23	16%	38	29%	172	18%
62 or more years	542	24%	24	17%	25	19%	334	35%
Race/Ethnicity of Head of Household	Housing Authority of Brevard County Total Households=2,257		Melbourne Housing Authority Total Households=143		Cocoa Housing Authority Total Households=132		Housing Authority of the City of Titusville Total Households=954	
	#	%	#	%	#	%	#	%
Asian or Pacific Islander	23	1%	1	1%	0	0%	0	0%
Black/African American	1,264	56%	70	49%	86	65%	525	55%
Multiracial	23	1%	1	1%	1	1%	10	1%
Native American	0	0%	0	0%	0	0%	10	1%
Hispanic	316	14%	30	21%	12	9%	57	6%
White	655	29%	41	29%	34	26%	363	38%



Household Income Category	Housing Authority of Brevard County Total Households=2,257		Melbourne Housing Authority Total Households=143		Cocoa Housing Authority Total Households=132		Housing Authority of the City of Titusville Total Households=954	
	#	#	#	%	#	%	#	%
30% AMI and below	1,512	67%	82	57%	94	71%	639	67%
50% AMI and below	2,076	92%	116	81%	124	94%	887	93%
Household Unit Size	Housing Authority of Brevard County Total Households=2,257		Melbourne Housing Authority Total Households=143		Cocoa Housing Authority Total Households=132		Housing Authority of the City of Titusville Total Households=954	
	#	#	#	%	#	%	#	%
0-1 bedroom	542	24%	33	23%	38	29%	382	40%
2 bedrooms	858	38%	53	37%	48	36%	324	34%
3+ bedrooms	858	38%	57	40%	48	36%	248	26%
Over-housed (more bedrooms than people)	429	19%	19	13%	22	17%	172	18%

Household Subpopulations	Housing Authority of Brevard County Total Households=2,257		Melbourne Housing Authority Total Households=143		Cocoa Housing Authority Total Households=132		Housing Authority of the City of Titusville Total Households=954	
	#	%	#	%	#	%	#	%
Households with 2 adults and 1 or more children under 18	45	2%	4	3%	3	2%	29	3%
Households with 1 adult and 1 or more children under 18	1,038	46%	83	58%	55	42%	334	35%
Female-headed households with 1 or more children under 18	1,038	46%	80	56%	53	40%	324	34%
Head of household or spouse is under age 62 and has a disability	635	28%	32	22%	64	49%	254	27%
Head of household or spouse is age 62 or over and has a disability	444	20%	21	15%	20	15%	124	13%

**Data source:** Picture of Subsidized Households, 2021.

### ***Persons Fleeing or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking***

To estimate the size and demographic composition of persons fleeing or attempting to flee domestic violence, sexual assault, dating violence, stalking, and human trafficking, the Consortium gathered and analyzed data from several sources, as there is no single data source that aligns with all components of this QP definition.

As with other data sources used for the HOME-ARP Allocation Plan, it is not possible to deduplicate across multiple sources to estimate the number of unique individuals in a QP. In addition, data on individuals experiencing domestic violence, sexual assault, dating violence, stalking, and human trafficking is notoriously difficult to locate for several reasons. For one, individuals who experience these types of traumas may not report incidents to law enforcement or other reporting agencies for fear of retaliation from perpetrators, not being believed, losing their housing, being shamed, or other potential repercussions. In other cases, individuals, advocates, and service providers may take intentional steps to limit publicly available information on individuals who have experienced such trauma in order to protect their privacy and enhance client safety. These data limitations imply that estimates likely represent a fraction of the true population experiencing domestic violence, sexual assault, dating violence, stalking, and human trafficking across Brevard County. Therefore, for the HOME-ARP Allocation Plan, the Consortium pieced together various data sources to best estimate the size and demographic composition of individuals in this group.

### ***Individuals Experiencing Homelessness Who Are Fleeing Domestic Violence***

HMIS data from 2022 provides additional insight into the demographic composition of individuals who were experiencing both domestic violence and homelessness. Individuals who are experiencing homelessness and self-reported that they are fleeing domestic violence when they enroll in Coordinated Entry are generally served by the Brevard Women's Center or Serene Harbor. Table 19 includes the individuals and households in HMIS who were served by the Brevard Women's Center and Serene Harbor between October 1, 2021, to September 30, 2022. The data indicates that during this period there were 277 individuals served by the Brevard Women's Center and 137 served by Serene Harbor. Of these individuals, at least 169 were survivors of domestic violence and 198 indicated that they were fleeing domestic violence.

Most individuals served by each organization were female and identified as White; however, there was some variation in the share of individuals served by race and ethnicity between the Brevard Women's Center and Serene Harbor. Eighty-nine percent of households served by the Brevard Women's Center included adults without children, and while household-level data was not provided for Serene Harbor, it is possible that many

households fleeing domestic violence that were served by Serene Harbor are also households without children since 37 percent of all individuals served by the organization were under 18.

**Table 19: Demographic Information of Individuals Experiencing Homelessness With Self-Reported Domestic Violence Experience**

Sex	Individuals Served by Brevard Women's Center (Total=277)		Individuals Served by Serene Harbor (Total=137)	
	#	%	#	%
Male	34	12%	28	20%
Female	243	88%	109	80%
Race/Ethnicity	Individuals Served by Brevard Women's Center (Total=277)		Individuals Served by Serene Harbor (Total=137)	
	#	%	#	%
American Indian/Native American	3	1%	0	0%
Asian/Asian American	4	1%	0	0%
Black/African American	47	17%	35	26%
Native Hawaiian/Pacific Islander	0	0%	0	0%
Multiracial	4	1%	19	14%
White	210	76%	76	55%
Not Collected/Other/Unknown	9	3%	7	5%
Hispanic (any race)	43	16%	23	17%

Age Group	Individuals Served by Brevard Women's Center (Total=277)		Individuals Served by Serene Harbor (Total=137)	
	#	%	#	%
Under 18	59	21%	51	37%
18-24	20	7%	12	9%
25-34	83	30%	36	26%
35-44	60	22%	22	16%
45-54	29	10%	14	10%
55 or above	26	9%	2	1%
Household Type	Households Served by Brevard Women's Center (Total=183)		Households Served by Serene Harbor (Total=N/A)	
	#	%	#	%
Household with Children	21	11%	N/A	N/A
Household without Children	162	89%	N/A	N/A
Subpopulations	Individuals Served by Brevard Women's Center (Total=277)		Individuals Served by Serene Harbor (Total=137)	
	#	%	#	%
Chronically Homeless	30	11%	N/A	N/A
Mental Health Disorder	12	4%	N/A	N/A
Physical Disability	23	8%	N/A	N/A
Survivor of Domestic Violence	169	76%	N/A	N/A
Fleeing Domestic Violence	61	36%	137	100%

Youth (18-25)	28	10%	13	9%
Veteran	6	2%	0	0%

**Data source:** HMIS data, 2022.

### ***Client Data From Serene Harbor on Victims of Domestic Violence***

The Consortium also requested data from organizations serving victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking across the County to better understand the size and demographic composition of this QP. In addition to providing data on individuals experiencing homelessness and fleeing domestic violence, Serene Harbor also provided data on new clients fleeing or attempting to flee domestic violence in 2021. The organization is based in Palm Bay and provides emergency shelter, a confidential hotline, counseling services, transportation, relocation assistance, support groups, legal advocacy, outreach programs, referrals, and assistance programs to survivors of violence across Brevard County.

In 2021, Serene Harbor assisted 256 new individuals who were victims of domestic violence. Table 18 provides the demographic information of these individuals and indicates that the majority were female (86 percent), identified as White (55 percent), and were between the ages of 25 and 54 (59 percent). Serene Harbor served 99 new clients under the age of 24 representing 39 percent of newly assisted individuals in 2021. Serene Harbor also indicated that 17 percent of new clients were victims of both sexual assault and domestic violence. In addition, the 256 newly assisted clients comprised 184 households, of which 92 percent had family incomes less than 200 percent of the federal poverty line and 134 were residing in shelter. There were also 27 households (15 percent) that included more than four people.

***Table 20: Demographic Information of New Individuals Served by Serene Harbor in 2021***

Sex	New Clients in 2021 Total Individuals=256	
	# Individuals	% Total
Female	219	86%
Male	37	14%

Race	New Clients in 2021 Total Individuals=256	
	# Individuals	% Total
American Indian/Alaska Native	0	0%
Asian/Asian American	0	0%
Black/African American	0	0%
Multiracial	35	14%
Native Hawaiian/Pacific Islander	1	0.4%
Not provided/unknown	1	0.4%
Other	78	30%
White	141	55%
Ethnicity	New Clients in 2021 Total Individuals=256	
	# Individuals	% Total
Hispanic/Latino	30	12%
Middle Eastern	4	2%
Other	14	5%
Not provided/unknown	32	13%
Age Group	New Clients in 2021 Total Individuals=256	
	# Individuals	% Total
Under 18	72	28%
18 to 24	27	11%
25 to 54	150	59%
55 and over	7	3%

Subpopulations: Individuals	New Clients in 2021 Total Individuals=256	
	# Individuals	% Total
Limited English proficiency	8	3%
Youth	99	39%
Victims of domestic violence	256	100%
Victims of sexual assault and domestic violence	43	17%
Subpopulations: Households	New Clients in 2021 Total Households=184	
	# Households	% Total
Less than 200% of federal poverty line	170	92%
Residing in shelter	134	73%
Families of 4+ people	27	15%

**Data source:** Serene Harbor, 2021.

Although Serene Harbor does not maintain a waiting list, the organization indicated that there were 1,519 unmet calls for assistance in 2021. Some of these calls may be from the same individual if someone reached out to Serene Harbor for assistance more than once during the calendar year. Of the unmet calls in 2021, 90 percent of callers were female, 46 percent identified as White, and 42 percent were Hispanic/Latino. Serene Harbor mentioned that there are various reasons an individual may reach out but ultimately not be assisted. Sometimes, individuals reach out to Serene Harbor but are able to resolve any issues related to domestic violence by themselves such as securing an alternative housing arrangement. In other cases, Serene Harbor may lose touch with someone if an individual does not accept follow-up calls. And in some cases, there is a mismatch between an individual's needs and the services offered or a lack of open space for new clients.

#### ***Client Data From Brevard Women's Center***

Another valuable source of information on the size and demographic composition of persons fleeing/attempting to flee various forms of violence in the County is from the Brevard Women's Center. The Brevard Women's Center is a nonprofit serving women, men, and children across Brevard County who are victims of trauma and violence. The Brevard Women's Center provides services including victims' legal advocacy, counseling, housing, victims' services, and prevention programs.



In fiscal year 2021, the Center assisted 2,155 individuals who were victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking. Table 21 provides the demographic information of assisted individuals and indicates that the majority were female (81 percent) and were between the ages of 25 and 59 (47 percent). Nearly a quarter of individuals served (23 percent) were under the age of 18. About 37 percent of individuals did not disclose their race, 36 percent identified as White, 10 percent identified as Hispanic, and 10 percent were Black/African American. Of those assisted, 381 were homeless. The Brevard Women's Center also indicated that most assisted individuals had experienced domestic violence, which accounted for 94 percent of clients. In addition, there were 583 individuals who had experienced sexual assault, 22 who had experienced stalking, and 12 who were victims of human trafficking. The Brevard Women's Center noted that some clients have experienced multiple traumas.

The Brevard Women's Center provides housing assistance and indicated that in 2021, 104 individuals received shelter or housing related to their trauma. Among these individuals, there were 56 stays in safe houses, 35 stays in transitional housing, and 30 stays in hotels. Some individuals moved from one type of housing or shelter to another during the year as they were recovering from trauma. Of the 104 individuals who received some form of shelter or housing, 91 had experienced domestic violence, 10 had experienced sexual assault, one was a victim of human trafficking, one experienced elder abuse, and one was a victim of stalking.

**Table 21: Demographic Information of Individuals Served by the Brevard Women's Center**

Sex	Clients Served in 2021 Total Individuals=2,155	
	# Individuals	% Total
Female	1,750	81%
Male	298	14%
Other	3	0.1%
Not reported	104	5%

Race/Ethnicity	Clients Served in 2021 Total Individuals=2,155	
	# Individuals	% Total
American Indian/Alaska Native	4	0.2%
Asian/Asian American	31	1%
Black/African American	216	10%
Multiracial	92	4%
Native Hawaiian/Pacific Islander	1	0.05%
Not provided/unknown	805	37%
Other	6	0.3%
White	779	36%
Hispanic/Latino*	221	10%
Age Group	Clients Served in 2021 Total Individuals=2,155	
	# Individuals	% Total
Under 18	492	23%
18 to 24	209	10%
25 to 59	1,022	47%
60 and over	110	5%
Not reported	322	15%

Subpopulations	Clients Served in 2021 Total Individuals=2,155	
	# Individuals	% Total
Disability	173	8%
Limited English proficiency	19	1%
Homeless	381	18%
Immigrant	19	1%
LGBTQ+	19	1%
Veteran	26	1%
Victimization Types	Clients Served in 2021 Total Individuals=2,155	
	# Individuals	% Total
Domestic violence	2,025	94%
Sexual assault	583	27%
Human trafficking	12	1%
Dating violence	22	1%

**Data source:** Brevard Women's Center, 2021.

*\*Note: Hispanic is considered as a race category in this table.*

### **Data From the Space Coast Human Trafficking Task Force**

The Consortium reached out to the Space Coast Human Trafficking Task Force for information on human trafficking across Brevard County. Florida has local task forces and coalitions against human trafficking, and Brevard County is served by the Space Coast Human Trafficking Task Force. The task force is a self-described network of governmental and non-governmental agencies working to fight human trafficking by coordinating public awareness, educational outreach, and partnerships between local, state, and federal entities including law enforcement, service providers, faith-based and community groups, businesses, immigrant outreach programs, health care providers, and legal advocacy groups.

The task force provided data on the number of cases that the Florida Department of Children and Families reviewed on alleged human trafficking involving children under 18

years of age in Brevard County that were reported to the Florida Abuse Hotline in 2022. During the year, there were 66 cases of alleged human trafficking in Brevard County and 64 of them were related to commercially and sexually exploited children while two were related to labor trafficking of children under 18. Table 22 summarizes the determination of these cases and indicates that 38 percent were verified cases of human trafficking, 36 percent involved unsubstantiated allegations of human trafficking, 23 percent found no indicators of human trafficking, and 3 percent were closed due to no jurisdiction. Of the two cases closed due to no jurisdiction, one was because the offense occurred outside of the state and the other was because the victim was over the age of 18.

**Table 22: Status of Closed Cases of Alleged Human Trafficking in Brevard County**

Case Status	Commercially and Sexually Exploited Children	Labor Trafficking	Total Cases
Closed: No Indicators	15	0	15
Closed: Not Substantiated	23	1	24
Closed: Verified	25	0	25
Closed: No Jurisdiction	1	1	2
<b>Total Cases</b>	64	2	66

**Data source:** Space Coast Human Trafficking Task Force, 2022.

The task force also provided a breakdown of the ages of victims involved in the 66 human trafficking cases in 2022. Over half of the cases (55 percent) involved a child between the ages of 16 and 18, and 41 percent involved a child between the ages of 12 and 15.

#### **Data on Domestic Violence-Related Offenses in Brevard County**

The City also analyzed data from the Florida Department of Law Enforcement on domestic violence criminal offenses in Brevard County in 2020. The State's [Uniform Crime Reporting manual](#) defines "domestic violence" as any offense including criminal homicide, manslaughter, rape, fondling, aggravated assault, aggravated stalking, simple assault, threat/intimidation, or simple stalking of one family or household member by another family or household member. A family or household member refers to spouses, former spouses, parents, children, siblings, other family members, cohabitants, or persons who are parents of a child in common regardless of whether they have been married.

Table 23 disaggregates the number of domestic violence offenses by offense type reported by local law enforcement agencies across Brevard County that reported at least one domestic violence-related offense in 2020. The data indicate that there were 3,608 total domestic violence offenses in 2020, the most common of which was for simple assault

representing 80 percent of offenses. Simple assault was also the most common type of domestic violence offense at each reporting law enforcement agency. Across the County, the Brevard County Sheriff's Office reported the most domestic violence offenses (920), followed by the Palm Bay Police Department (905), and the Melbourne Police Department (778).

**Table 23: Domestic Violence Offenses in Brevard County by Law Enforcement Agency**

Reporting Agency*	Type of Domestic Violence Offense									
	Aggravated Assault	Aggravated Stalking	Fondling	Rape	Manslaughter	Murder	Simple Assault	Stalking	Threat/ Intimidation	Total Offenses
Brevard County Sheriff's Office	169	4	3	17	2	2	712	2	9	<b>920</b>
Cocoa Police Department	38						223			<b>261</b>
Cocoa Beach Police Department	8						56		1	<b>65</b>
Indialantic Police Department							7			<b>7</b>
Indian Harbour Beach Police Department	4						12		3	<b>19</b>
Melbourne Police Department	162		8	14			574	4	16	<b>778</b>
Melbourne Beach Police Department	1						9			<b>10</b>
Rockledge Police Department	23			4			82		1	<b>110</b>
Satellite Beach Police Department	2						7			<b>9</b>
Titusville Police Department	82	1	5	6		1	323	1	11	<b>430</b>
Palm Bay Police Department	64		14	22	1	1	800		3	<b>905</b>
Melbourne Village Police Department							2			<b>2</b>
West Melbourne Police Department	12		2				77			<b>91</b>
Florida Highway Patrol—Melbourne	1									<b>1</b>
<b>Total</b>	<b>566</b>	<b>5</b>	<b>32</b>	<b>63</b>	<b>3</b>	<b>4</b>	<b>2,884</b>	<b>7</b>	<b>44</b>	<b>3,608</b>

**Data source:** Florida Department of Law Enforcement, Domestic Violence Offenses, 2020.

*\*Note: this table only includes law enforcement agencies that reported at least one domestic violence offense in 2020.*

Table 24 calculates the crime rate for domestic violence offenses in 2020 by dividing the total number of offenses by the jurisdiction's population and then multiplying by 1,000 to determine the estimated number of domestic violence offenses per 1,000 people. Overall, the domestic violence crime rate Countywide was 6 offenses per 1,000 people. The data suggest that among jurisdictions, Cocoa witnessed the highest domestic violence crime rate with 14 offenses per 1,000 people while Satellite Beach had the lowest rate of 1 offense per 1,000 people. It is important to note that crime data alone is insufficient to fully understand the prevalence of domestic violence incidents in a community since not all victims of domestic violence report crimes to law enforcement. In addition, publicly available crime data on domestic violence offenses is dated and likely does not capture current trends.

**Table 24: Domestic Violence Crime Rate in 2020**

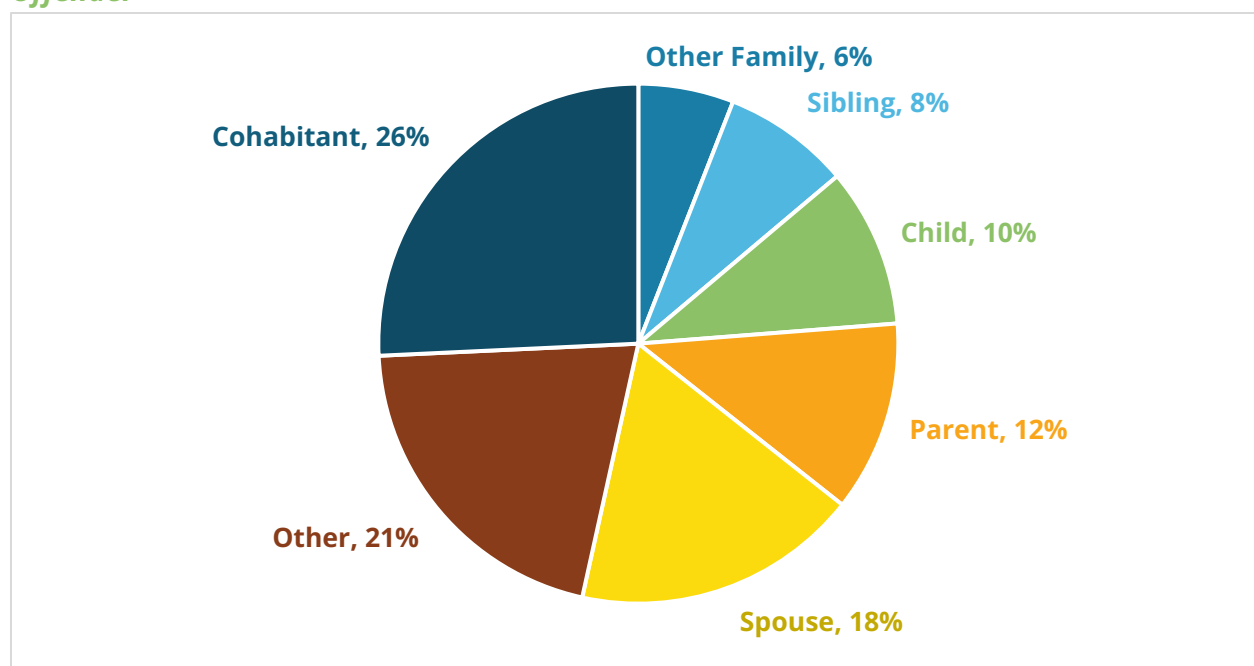
Reporting Agency*	Population	Domestic Violence Offenses	Crime Rate Per 1,000 People
Brevard County Sheriff's Office	244,620	920	4
Cocoa Police Department	19,327	261	14
Cocoa Beach Police Department	11,391	65	6
Indianalantic Police Department	2,882	7	2
Indian Harbour Beach Police Department	8,751	19	2
Melbourne Police Department	84,402	778	9
Melbourne Beach Police Department	3,150	10	3
Rockledge Police Department	27,946	110	4
Satellite Beach Police Department	10,887	9	1
Titusville Police Department	48,685	430	9
Palm Bay Police Department	118,568	905	8
Melbourne Village Police Department	677	2	3
West Melbourne Police Department	25,385	91	4
Florida Highway Patrol—Melbourne	N/A	1	N/A
<b>Countywide</b>	<b>606,671</b>	<b>3,608</b>	<b>6</b>

**Data source:** Florida Department of Law Enforcement, Domestic Violence Offenses, 2020.

*\*Note: this table only includes law enforcement agencies that reported at least one domestic violence offense in 2020.*

Lastly, the Consortium analyzed relationship data between victims and offenders of domestic violence offenses in 2020. Figure 9 depicts the percentage of offenses by the relationship of the victim to their offender. The pie chart indicates that 26 percent of victims were cohabitants with their offenders, 18 percent were spouses, 12 percent were parents, 10 percent were children, 8 percent were siblings, and 6 percent were other family members with their offenders. Twenty-one percent had another relationship with their offender, which could include former spouses or partners.

**Figure 9: Share of Domestic Violence Offenses by Relationship of the Victim to their Offender**



**Data source:** Florida Department of Law Enforcement, Domestic Violence Offenses, 2020.

### ***Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability.***

The fourth HOME-ARP QP is for “other populations” for whom providing supportive services or assistance would prevent homelessness or would serve those with the greatest risk of housing instability. To estimate the size and demographic composition of this QP, the Consortium analyzed several data sources including 2019 CHAS data on households earning between 30–50 percent AMI who are experiencing one or more of the four severe housing problems captured in the data. The Consortium also collected data from the 2017–2021 five-year estimates from the American Community Survey for information on veterans in the County who are living below the poverty line and analyzed data on the prevalence of evictions from 2019 to 2022.

### ***CHAS Data on Very Low-Income Households***



CHAS data aligns with parts of the HOME-ARP definition for other populations at greatest risk of homelessness or housing instability that earn between 30–50 percent AMI and are experiencing one or more of the four severe housing problems captured in CHAS data. Households earning between 30–50 percent AMI, also referred to as very low-income (VLI) households, can be at risk of homelessness particularly if they are experiencing one or more of the four severe housing problems.

Countywide, 2019 CHAS data indicate that there were 28,105 VLI households, of whom 10,830 were renters and 17,275 were owners. Overall, 9,620, or 37 percent of all VLI households, experienced one or more of the four severe housing problems. The most common severe housing problem was severe housing cost burden with 8,790 households paying more than half of their income on housing costs. Table 25 outlines the number of VLI households with severe housing problems in the Consortium by tenure and jurisdiction.

**Table 25: VLI Households With Severe Housing Problems in the Consortium by Tenure**

VLI Renter Households	County-wide	Cocoa	Melbourne	Palm Bay	Titusville
Severely cost-burdened	4,380	295	1,070	755	455
Severely overcrowded	45	0	25	0	10
Total VLI renter households	10,830	950	2,645	1,915	1,230
VLI Owner Households	County-wide	Cocoa	Melbourne	Palm Bay	Titusville
Severely cost-burdened	4,410	95	540	640	295
Severely overcrowded	110	0	0	25	0
Total VLI owner households	17,275	550	2,290	3,375	1,560
Total VLI Households	County-wide	Cocoa	Melbourne	Palm Bay	Titusville
Severely cost-burdened	8,790	390	1,610	1,395	750
Severely overcrowded	155	0	25	25	10
Total VLI households	28,105	1,500	4,935	5,290	2,790

**Data source:** CHAS, 2019.

Table 26 includes a breakdown of households earning 30–50 percent AMI by tenure and race/ethnicity across the County and indicates whether the household experienced one or more of the four severe housing problems. Of the 4,990 VLI renter households who experienced at least one of the four severe housing problems, 63 percent were White, 17 percent were Hispanic (of any race), 16 percent were Black/African American, and one

percent were Asian. There were only 20 VLI American Indian/Alaska Native renter households and zero VLI Pacific Islander renter households who experienced a severe housing problem in the CHAS data. Since the sample sizes for each of these races were small, the CHAS estimates may not accurately represent the housing needs of these populations across Brevard County. In comparison to the renter households, 4,630 VLI owner households experienced at least one of the four severe housing problems. Of them, 85 percent were White, 5 percent were Hispanic (of any race), 5 percent were Black/African American, and 2 percent were Asian. The CHAS data only included 10 VLI Pacific Islander owner households and none had a severe housing problem.

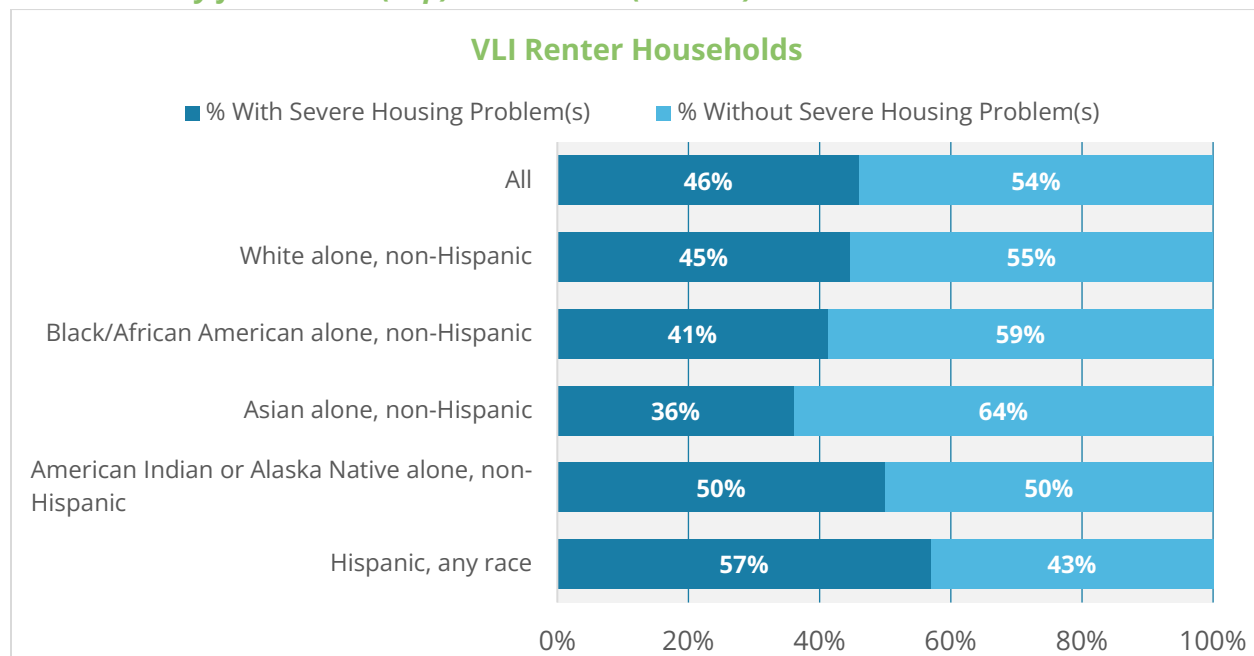
**Table 26: Severe Housing Problems by Race/Ethnicity Among VLI Households (Countywide)**

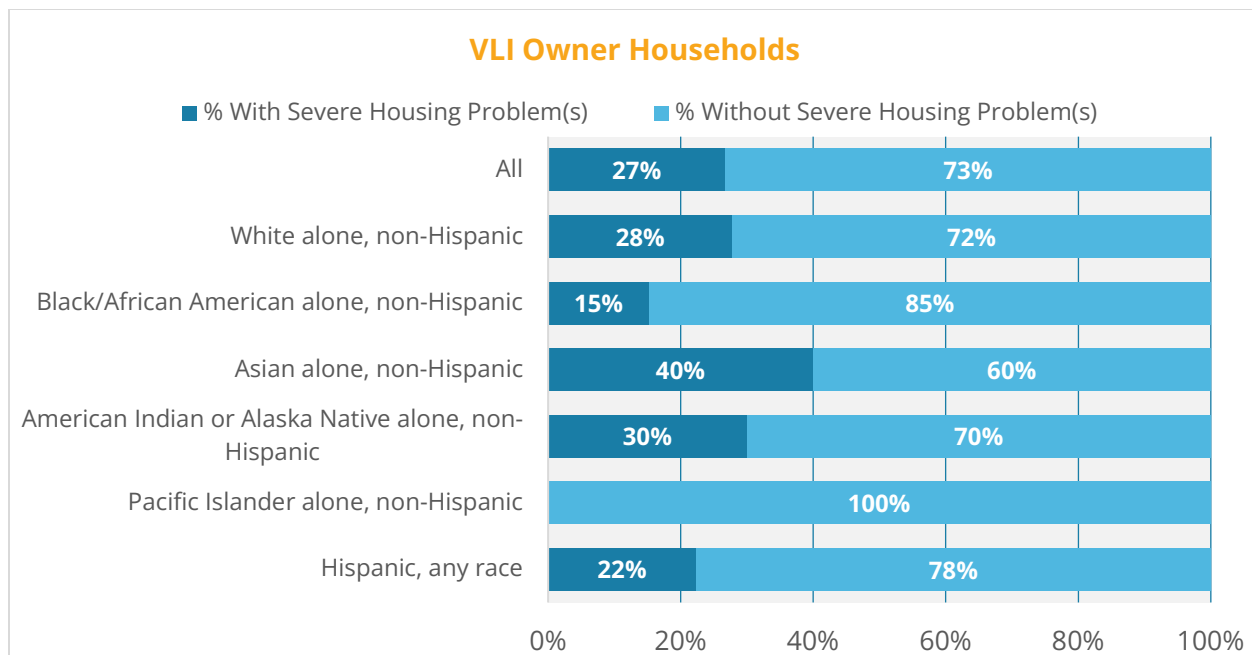
Race/Ethnicity	VLI Renter Households			VLI Owner Households		
	# With One or More Severe Housing Problems	# Without Severe Housing Problems	Total VLI Renter Households	# With One or More Severe Housing Problems	# Without Severe Housing Problems	Total VLI Owner Households
American Indian or Alaska Native, non-Hispanic	10	10	20	15	35	50
Asian alone, non-Hispanic	65	115	180	110	165	275
Black or African American, non-Hispanic	805	1,145	1,950	220	1,220	1,440
Pacific Islander alone, non-Hispanic	0	0	0	0	10	10
White alone, non-Hispanic	3,125	3,870	6,995	3,955	10,245	14,200
Hispanic, any race	855	645	1,500	245	850	1,095
<b>Total</b>	<b>4,990</b>	<b>5,840</b>	<b>10,830</b>	<b>4,630</b>	<b>12,645</b>	<b>17,275</b>

**Data source:** CHAS, 2019.

Figure 10 depicts which race and ethnicities may be experiencing disproportionately greater need across the County by comparing the share of VLI households with at least one severe housing problem to the share of those who are not experiencing a severe housing problem for renters and owners by race/ethnicity. CHAS data use the race/ethnicity of the head of the household who provided data on behalf of the household as a proxy for the race/ethnicity of the entire household. Disproportionately greater need occurs if a specific race or ethnicity at a given income level experiences housing problems at a rate that is at least 10 percentage points higher than the income level as a whole. Figure 10 indicates that among VLI renter households across the County, VLI Asian renter households had the lowest share at 36 percent while VLI Hispanic renter households experienced the highest share at 57 percent. Since the rate of VLI renter households across the County experiencing one or more severe housing problems is 46 percent, and 57 percent of VLI Hispanic renter households have at least one severe housing problem, this population is experiencing disproportionately greater need. When it comes to VLI owner households, 27 percent of all households experienced at least one severe housing problem, yet this figure was 40 percent for VLI Asian-owner households, which indicates that VLI Asian-owner households are disproportionately impacted by severe housing problems.

**Figure 10: Share of VLI Households With and Without Severe Housing Problems by Race/Ethnicity for Renters (Top) and Owners (Bottom)**





**Data source:** CHAS, 2019.

CHAS data from 2019 also indicate that among VLI severely cost-burdened households, the three most common household types were elderly/non-family, small family, and other households. Table 25 includes a breakdown of household types included in CHAS data. Families are defined as related individuals living together in the same household. CHAS data include the following household types:

- **Small families:** Two- to four-person households.
- **Large families:** Five or more people.
- **Elderly families:** Two people, with either or both aged 62 and over.
- **Elderly non-family:** Unrelated individuals, over the age of 62.
- **Other (non-elderly, non-family):** Could include unrelated individuals living together, or people living alone, who are under the age of 62.

In 2019, there were 2,830 VLI severely cost-burdened elderly nonfamily households, 2,345 VLI small families, and 2,245 other households. Among all VLI severely cost-burdened households, 50 percent were renters and 50 percent were owners. When disaggregated by household type, however, more households that included an elderly individual were homeowners compared to households without an individual over the age of 62. Specifically, 69 percent of VLI severely cost-burdened elderly families and 58 percent of VLI severely cost-burdened elderly nonfamilies were owners. Conversely, 34 percent of large families, 41 percent of small families, and 42 percent of other (non-elderly, nonfamilies) households were owners. Differences in housing tenure for VLI severely cost-burdened

households have implications for which forms of housing assistance would be most beneficial for those unable to afford housing costs.

**Table 27: Household Types of VLI Households With Severe Housing Cost Burden by Tenure**

Household Type	VLI Households With Severe Housing Cost Burden		
	Owners	Renters	Total
Elderly family	745	330	1,075
Small family	970	1,375	2,345
Large family	100	195	295
Elderly non-family	1,645	1,185	2,830
Other (non-elderly, non-family)	950	1,295	2,245
<b>Total</b>	<b>4,410</b>	<b>4,380</b>	<b>8,790</b>

**Data source:** CHAS, 2019.

Lastly, CHAS data provides estimates on the number of VLI households with one or more housing problems that include an individual with a disability. Table 28 outlines the number of households by disability type. CHAS data only provides information for renter and total households, and it is not possible to calculate the number of owner households using this data because it is unknown whether any households were excluded from the analysis if, for example, severe housing cost burden could not be computed.

The data indicate that the most prevalent type of disability among VLI households with one or more housing problems was ambulatory limitations followed by self-care or independent living limitations. For VLI renter households, the most common disability types were ambulatory limitations, self-care/independent living limitations, and cognitive limitations. While it is unclear the extent to which these households overlap, the data suggest that a large number of VLI renter households across Brevard County would benefit from affordable housing options that are accessible to individuals with self-care or physical limitations and in close proximity to services to support individuals with cognitive limitations.

**Table 28: VLI Households With Housing Problems by Disability Status**

Disability Status	VLI Households With Housing Problems	
	Renters	Total
Household member has a hearing or vision impairment	1,250	2,545
Household member has an ambulatory limitation	1,580	3,845
Household member has a cognitive limitation	1,365	2,515
Household member has a self-care or independent living limitation	1,460	3,040
Household has none of the above limitations	6,135	11,870

**Data source:** CHAS, 2019.

***American Community Survey Data on Veterans Living Below the Federal Poverty Level***

Data from the American Community Survey provides additional information on the number of veterans in Brevard County who are living below the poverty line. Although veterans are not a distinct HOME-ARP QP, HUD [Notice: CPD-21-10](#) states that veterans and their households that meet the criteria for one of the QPs are eligible to receive HOME-ARP assistance.

In 2021, there were 70,051 veterans in Brevard County of whom 3,640 (5 percent) were living below the federal poverty level. Of the veterans living below the poverty line, 1,636 had a disability, 1,767 were over age 65, and 641 were both over age 65 and had a disability.

**Table 29: Veterans Living Below the Poverty Line in Brevard County**

Veterans in Brevard County	# Individuals
<b>Total Veterans</b>	<b>70,051</b>
Veterans below the federal poverty line	3,640
Veterans below the federal poverty line with a disability	1,636
Veterans below the federal poverty line over age 65	1,767
Veterans below the federal poverty line over age 65 with a disability	641

**Data source:** American Community Survey Data, 2017–2021 5-Year Estimates.

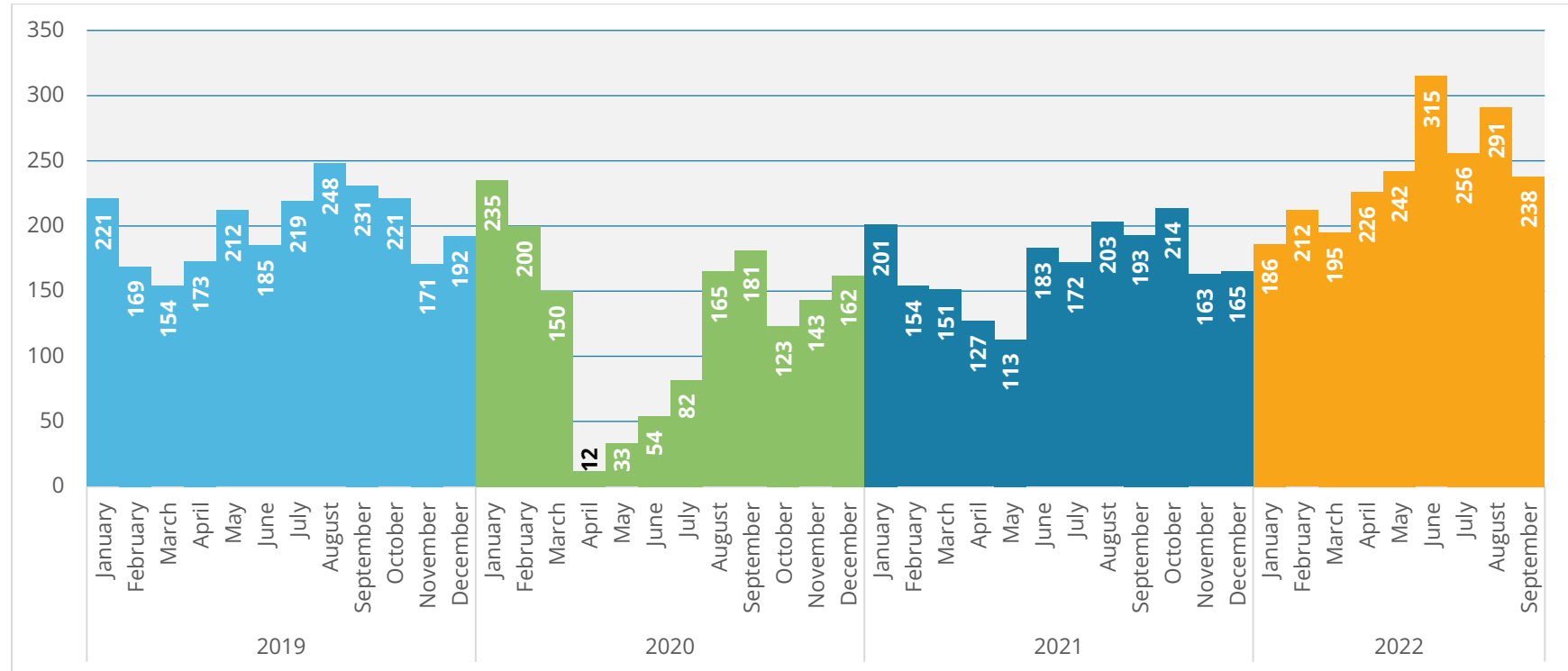
### **Eviction Filings in Brevard County**

The Consortium also reviewed data provided by the Shimberg Center on the number of eviction filings across Brevard County from 2019 to 2022. Figure 11 provides the monthly number of eviction filings over the three-year period and underscores the monthly variation across the County. Overall, there were an average of 200 eviction filings a month in 2019. Over the next three years, the average was 128 in 2020, 170 in 2021, and as of September of 2022, 240 eviction filings a month.

Notably, the number of eviction filings dropped to 12 in April 2020 and steadily increased to 82 filings by July. The relative decrease in filings in mid-2020 compared to 2019 most likely reflects the first federal eviction moratorium which was in effect from March 24 to July 24, 2020. In addition, the Centers for Disease Control and Prevention’s eviction moratorium, which began on September 4, 2020 and ran until June 30, 2021, likely contributed to the relatively low number of filings in mid- to late-2020 to mid-2021 compared to the number of filings pre-pandemic. In more recent months, the number of filings has grown to surpass 2019 levels with a recorded high of 315 evictions in June 2022 and 291 in August 2022.



**Figure 11: Number of Monthly Eviction Filings in Brevard County**



**Data source:** Shimberg Center, 2022.

**Identify and consider the current resources available to assist the QPs, including congregate and non-congregate shelter units, supportive services, tenant-based rental assistance, and affordable and permanent supportive rental housing (Optional).**

### ***Affordable Housing Inventory***

The Consortium collected and analyzed local, state, and federal data on the inventory of assisted rental housing units in Brevard County to identify the community's current resources for the HOME-ARP QPs. Data from the Shimberg Center provide an estimate for the number of state- and federally-assisted rental units across the County, while local data from the Consortium provided additional insight into existing affordable rental housing in the community.

### ***Shimberg Assisted Units Estimate***

The Shimberg Center maintains an Affordable Housing Inventory of state- and federally-subsidized rental housing properties across the state. The Affordable Housing Inventory includes public housing and properties subsidized by the Florida Housing Finance Corporation, HUD multifamily programs, the U.S. Department of Agriculture, and local housing finance authorities. Shimberg's [Affordable Housing Inventory User Guide](#) specifies which subsidy programs are included in the Affordable Housing Inventory, and since the list only includes assisted properties subsidized with specific resources, it may not contain a complete inventory of all assisted units in Brevard County.

The Affordable Housing Inventory indicates that 56 properties across the County in 2022 were subsidized by state and federal funding. Table 30 indicates that these properties included a total of 5,994 housing units, of which 5,841 were assisted units with rent or income restrictions. Seventy-seven percent of assisted units across the County received funding from the Florida Housing Finance Corporation, 41 percent were subsidized by a HUD multifamily program, 15 percent were subsidized by a local housing finance authority, and 14 percent were HUD public housing. For Cocoa, Melbourne, Palm Bay, and Titusville, most units were also subsidized by the Florida Housing Finance Corporation. Lastly, 1,743 units across the County received monthly rental assistance from a HUD program. Of these units, 43 percent were located in Cocoa, 38 percent were in Melbourne, 6 percent were in Titusville, and 5 percent were in Palm Bay.

**Table 30: Assisted Rental Housing by Funding Source and Jurisdiction**

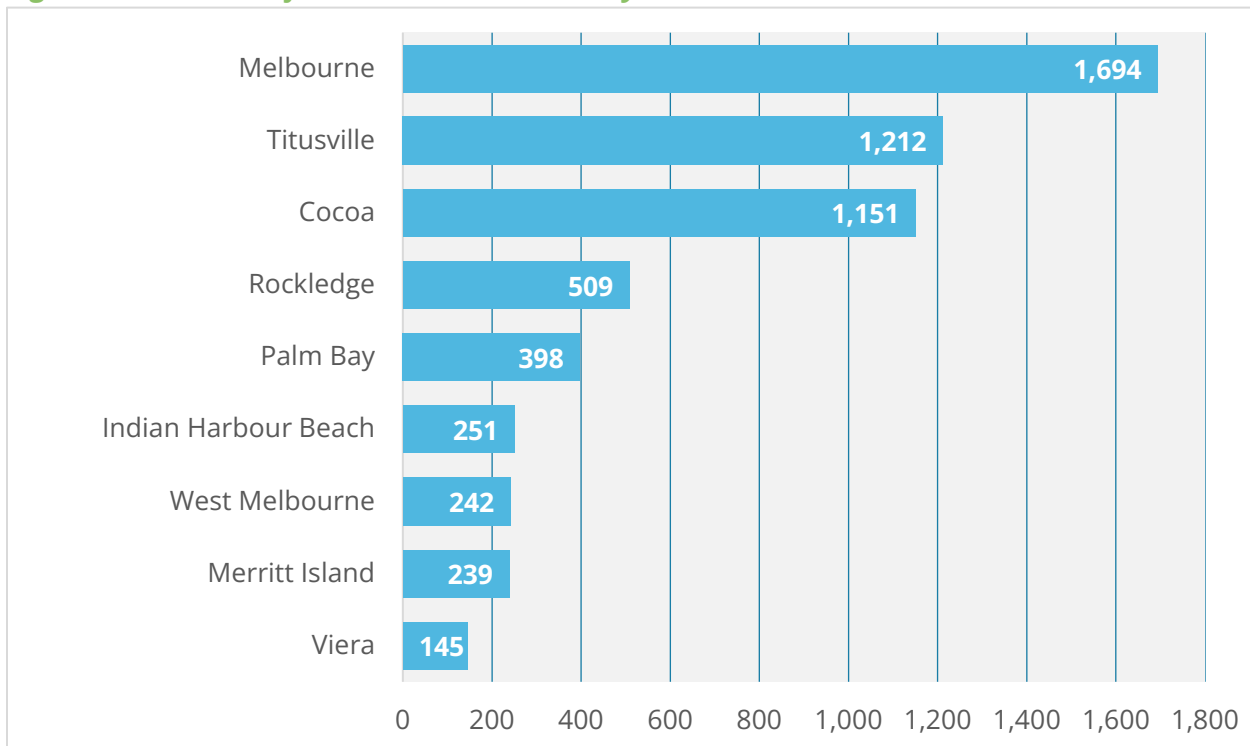
Brevard County (Countywide)				
Funding Source	# Properties	# Total Units	# Assisted Units	HUD Rental Assistance Units
Florida Housing Finance Corporation	37	4,623	4,512	1,221
HUD Multifamily	28	2,438	2,372	1,743
Local Housing Finance Authority	7	923	901	0
HUD Public Housing	5	811	807	0
<b>Total</b>	<b>56</b>	<b>5,994</b>	<b>5,841</b>	<b>1,743</b>
Cocoa				
Funding Source	# Properties	# Total Units	# Assisted Units	HUD Rental Assistance Units
Florida Housing Finance Corporation	7	771	770	376
HUD Multifamily	11	796	757	757
Local Housing Finance Authority	1	120	120	0
<b>Total</b>	<b>15</b>	<b>1,190</b>	<b>1,151</b>	<b>757</b>
Melbourne				
Funding Source	# Properties	# Total Units	# Assisted Units	HUD Rental Assistance Units
Florida Housing Finance Corporation	11	1,471	1,444	565
HUD Multifamily	9	773	746	667
Local Housing Finance Authority	2	324	324	0
HUD Public Housing	1	150	148	0
<b>Total</b>	<b>16</b>	<b>1,723</b>	<b>1,694</b>	<b>667</b>
Palm Bay				
Funding Source	# Properties	# Total Units	# Assisted Units	HUD Rental Assistance Units
Florida Housing Finance Corporation	4	467	398	85
HUD Multifamily	1	85	85	85

Local Housing Finance Authority	2	148	126	0
<b>Total</b>	<b>4</b>	<b>467</b>	<b>398</b>	<b>85</b>
<b>Titusville</b>				
<b>Funding Source</b>	<b># Properties</b>	<b># Total Units</b>	<b># Assisted Units</b>	<b>HUD Rental Assistance Units</b>
Florida Housing Finance Corporation	9	958	958	110
HUD Multifamily	3	300	300	110
Local Housing Finance Authority	1	204	204	0
HUD Public Housing	2	255	254	0
<b>Total</b>	<b>11</b>	<b>1,213</b>	<b>1,212</b>	<b>110</b>

**Data source:** Shimberg Center, 2022.

Figure 12 shows the distribution of assisted units by location across the County and indicates that 1,694 (29 percent) units are in Melbourne, 1,212 (21 percent) are in Titusville, and 1,151 (20 percent) are in Cocoa.

**Figure 12: Number of Assisted Rental Units by Location**



**Data source:** Shimberg Center, 2022.

Lastly, data from the Shimberg Center provide an estimate for the number of assisted units with income restrictions by location across Brevard County. The Affordable Housing Inventory only includes data on income-restricted units for 68 percent of all assisted units across the County. The available data provides an estimate for the number of assisted units that are affordable to ELI and VLI households. Table 31 indicates that a total of 3,939 assisted units have data on income restrictions and of them, 92 percent are restricted to households earning 55–88 percent AMI, 6 percent are restricted to households earning 40–50 percent AMI, and two percent are restricted to households earning less than 30 percent AMI. Of the income-restricted units affordable to ELI households, most (29 units) are located in Titusville while the units that would be affordable to households earning 40–50 percent AMI, the majority (121 units) are located in Melbourne. Although the data on income-restricted units in Brevard County may be incomplete and therefore an underrepresentation of the County's affordable housing stock, the available data provides a useful estimate for the distribution of income-restricted units in communities across the County.

**Table 31: Assisted Units by Income Restrictions and Location**

Location	Assisted Units with Income Category Data *Only 68% of units contain data				Total Assisted Units
	Less than 30% AMI	40–50% AMI	55–80% AMI	% of Total Assisted Units	
Cocoa	17		572	51%	<b>1,151</b>
Indian Harbour Beach				0%	<b>251</b>
Melbourne	10	121	1,145	75%	<b>1,694</b>
Merritt Island			85	36%	<b>239</b>
Palm Bay	15		383	100%	<b>398</b>
Rockledge	11		459	92%	<b>509</b>
Titusville	29	80	733	69%	<b>1,212</b>
Viera	10	21	114	100%	<b>145</b>
West Melbourne			170	70%	<b>242</b>
<b>Brevard County Total</b>	<b>92</b>	<b>222</b>	<b>3,625</b>	<b>68%</b>	<b>5,841</b>

**Data source:** Shimberg Center, 2022.

### **Data on Federal Voucher Assistance**

The Consortium also reviewed data from HUD's Housing Choice Voucher Data Dashboard on the availability and use of federal vouchers at the Housing Authority of Brevard County,

the Cocoa Housing Authority, and the Housing Authority of the City of Titusville. Table 32 includes data on the number of vouchers by program type that are available and in use as of November 2022. Since the Melbourne Housing Authority only operates public housing units, this PHA was not included in the table.

The first row in the table identifies the number of Housing Choice Vouchers available and in use at each PHA. The Housing Authority of Brevard County has the most Housing Choice Vouchers (2,086) and as of November 2022, recipient households were using 1,811 of them (87 percent). The Cocoa Housing Authority has 170 available vouchers and a utilization rate of 85 percent while the Housing Authority of the City of Titusville has 738 available vouchers and a utilization rate of 94 percent.

The remaining rows in Table 32 include information on special-purpose vouchers. The Mainstream Voucher Program, previously known as Mainstream 5 or Section 811 vouchers, assists households that include a non-elderly person with disabilities. Only the Housing Authority of Brevard County and the Cocoa Housing Authority receive Mainstream vouchers and currently, each PHA has about 40 vouchers in use.

The Family Unification Program provides vouchers to serve two main types of recipients: 1) families that lack adequate housing and are at imminent risk of the household's children being placed in out-of-home care and 2) youth between the ages of 18 and 24 who have left or will soon leave the foster care system and are either currently homeless or at risk of becoming homeless. Only Cocoa Housing Authority has Family Unification Program vouchers and only 3 (23 percent) are currently used by recipients.

Non-Elderly Disabled vouchers serve families where the head, co-head, or spouse is a non-elderly person with disabilities. All three of the PHAs have Non-Elderly Disabled vouchers, and the Cocoa Housing Authority and the Housing Authority of the City of Titusville have high utilization rates; however, the Cocoa Housing Authority's data indicate that more vouchers were in use in November 2022 than were available. There is no additional information provided to explain why.

The last special use voucher is provided through the Veterans Affairs Supportive Housing program, which offers rental assistance and case management to homeless veterans. The Housing Authority of the City of Titusville is the only PHA that has Veterans Affairs Supportive Housing vouchers and currently the utilization rate is 84 percent.

**Table 32: Availability and Utilization of Vouchers by Type and PHA**

Voucher Type	Housing Authority of Brevard County			Cocoa Housing Authority			Housing Authority of the City of Titusville		
	# Vouchers Available	# Vouchers in Use	Utilization Rate	# Vouchers Available	# Vouchers in Use	Utilization Rate	# Vouchers Available	# Vouchers in Use	Utilization Rate
Housing Choice Vouchers	2,086	1,811	87%	170	144	85%	738	688	93%
Mainstream Vouchers	75	41	55%	53	45	85%	N/A	N/A	N/A
Family Unification Program Vouchers	N/A	N/A	N/A	13	3	23%	N/A	N/A	N/A
Non-Elderly Disabled Vouchers	200	144	72%	75	76	101%	125	123	98%
Veterans Affairs Supportive Housing Vouchers	N/A	N/A	N/A	N/A	N/A	N/A	296	248	84%

**Data source:** Housing Choice Voucher Data Dashboard, 2022.

*Note: Data is current as of November 2022.*

### ***Consortium Housing Programs and Initiatives***

The Consortium has funded programs to enhance housing stability for residents and encourage the development of affordable housing across the County. These initiatives include jurisdictional rent relief programs during the COVID-19 pandemic, tenant-based rental assistance programs, and funding for rapid rehousing. Table 33 outlines the various programs funded by members of the Consortium and describes the impact on the community.



**Table 33: Consortium Programs to Develop Affordable Housing and Enhance Housing Stability**

Program	Description and Impact
<b>Affordable Housing Development and Rehabilitation</b>	<p>Brevard County expended approximately \$14M for Emergency Rental Assistance (ERA1) through the Consolidated Appropriations Act of 2021 (CAA21) and obligated approximately \$10.6M for Emergency Rental Assistance (ERA2) funding through the American Rescue Plan Act (ARPA)*. Brevard County also provided \$1.7M from the Florida Housing Finance Corporation under the Coronavirus Relief Fund to assist renters and homeowners that were negatively impacted by the COVID-19 pandemic with rental costs, mortgage payments, utility assistance, and necessary repairs for housing stability. Lastly, Brevard County's Community Action Agency provided \$410,000 through the Community Services Block Grant for Family Self-Sufficiency program, \$1.2M in Low Income Energy Assistance-Coronavirus funding, and \$1.6M in Low Income Energy Assistance Program-ARP funding.</p> <p>The City of Palm Bay has dedicated \$3.7M in ARPA funds to support community organizations including Habitat for Humanity, Volunteers of America, and Community of Hope to provide affordable housing to vulnerable residents. Palm Bay also uses regular HOME funds to support the development of affordable housing.</p> <p>The City of Cocoa has used CDBG funding to rehabilitate rental housing units for affordable housing development. In 2020, the City rehabilitated two rental housing units.</p> <p>The City of Titusville has dedicated \$850,000 in ARPA funds for the development of affordable rental housing for vulnerable seniors, members of the workforce, and homeless populations. Additionally, Titusville has invested HOME Community Housing Development Organization (CHDO) funds for the development of new rental units for households experiencing or coming out of homelessness. The City has also used Neighborhood Stabilization Program (NSP) funding to acquire, rehabilitate, and rent affordable units, as well as, construction homeownership units for acquisition and donation to veteran households.</p>
<b>Rent and Utility Assistance for Seniors</b>	<p>Brevard County dedicated funds provided under the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act), Coronavirus Relief Fund, and Emergency Rental Assistance to assist eligible seniors with rent and utility assistance.</p> <p>The City of Cocoa provided CDBG-CV rent, mortgage, and utility assistance to low- and moderate-income seniors to remain stably housed during the COVID-19 pandemic.</p>

Program	Description and Impact
<b>Tenant-Based Rental Assistance / Rapid Rehousing</b>	<p>Melbourne has used HOME and CDBG-CV funds to provide tenant-based rental assistance and rapid rehousing. In 2020, the City assisted seven households. Titusville has also used CDBG funds to provide rental assistance and assisted 23 households in 2020.</p> <p>The City of Titusville is utilizing CDBG-CV and ARPA funds to provide subsidy payments for rents, utilities, and/or mortgage payments to households that were economically impacted by the COVID-19 pandemic.</p>

**Data source:** City and County data, 2022.

*\*Note: American Rescue Plan Act funds are different from HOME-ARP funds and are administered by the U.S. Department of the Treasury whereas HOME-ARP is administered by HUD.*

## Shelter Inventory

The Consortium also gathered and reviewed information on the existing shelter inventory to catalog available resources to meet the needs of the HOME-ARP QPs. This included analyzing the 2022 Housing Inventory Count data to estimate the number of available shelter beds and units across the County.

### Housing Inventory Count Data

The 2022 Housing Inventory Count data provides an estimate for the number of emergency shelter, transitional housing, and permanent supportive housing beds located in Brevard County. Table 34 includes the number of shelter beds disaggregated by bed/unit type and project type. Project types include emergency shelter (ES), Safe Haven (SH), transitional housing (TH), permanent supportive housing (PSH), rapid rehousing (RRH), and other permanent housing (OPH). The table includes the following bed and unit types:

- **Family units:** Units for households with children.
- **Family beds:** Beds for households with children.
- **Adult-only beds:** Beds for households without children.
- **Child-only beds:** Beds for households with only children.
- **Veteran beds:** Beds for veterans and their households.
- **Youth beds:** Beds for youth aged 24 or younger.
- **Chronic beds:** Beds for chronically homeless individuals.
- **Seasonal:** Beds available for part of the year.
- **Total year-round beds:** Beds available for the entire year.

The table indicates that there are a total of 1,978 beds across the County. The most common project type is rapid rehousing accounting for 920 beds (47 percent). There are also 373 (19 percent) transitional housing beds, 236 (12 percent) other permanent beds, 221 (11 percent) emergency shelter beds, 207 (10 percent) permanent supportive housing beds, and 21 (1 percent) Safe Haven beds. All of the beds in Brevard County are available year-round, and the most common bed type is family beds, which account for 60 percent of total beds. There are 767 (39 percent) adult-only beds, 156 beds (8 percent) for youth between the ages of 18 and 24, and 22 beds (1 percent) for children under age 18. In addition, there are 30 beds (2 percent) designated for individuals who are chronically homeless and 489 beds (25 percent) for veterans. There are no designated beds for victims of domestic violence and no seasonal beds. A breakdown of shelter beds and units by provider is [available on the HUD Exchange](#).

**Table 34: Housing Inventory Count Beds in Brevard County by Bed/Unit Type and Project Type**

Bed/Unit Type	Project Type					Total
	ES	TH & SH	PSH	RRH	OPH	
Family units	17	51	45	186	55	<b>354</b>
Family beds	42	192	128	635	192	<b>1,189</b>
Adult-only beds	159	202	79	283	44	<b>767</b>
Child-only beds	20	0	0	2	0	<b>22</b>
Chronically homeless beds	0	0	30	0	0	<b>30</b>
Veterans beds	24	160	68	178	59	<b>489</b>
Youth beds	34	3	9	36	74	<b>156</b>
Year-round beds	221	394	207	920	236	<b>1,978</b>
Seasonal beds	0	0	0	0	0	<b>0</b>
<b>Total</b>	<b>221</b>	<b>394</b>	<b>207</b>	<b>920</b>	<b>236</b>	<b>1,978</b>

**Data source:** Housing Inventory Count data, 2022.

*Note: The sum of each column may be greater than the total number of beds for each project type because some rows are subsets and should not be added.*

### **City Programs to Address Immediate Needs of Individuals Experiencing Homelessness**

Over the past few years, the Consortium has supported programs to help meet the needs of individuals experiencing homelessness in the community. Table 35 summarizes the Consortium's efforts to support this population.

**Table 35: Consortium Programs to Support Individuals Experiencing Homelessness**

Program	Description and Impact
<b>Transitional Housing Rehabilitation and Operating Cost Support</b>	<p>Brevard County assists Crosswinds Youth Services, an organization that provides shelters and supportive services for runaway and/or homeless youth across the County.</p> <p>The City of Melbourne has funded the rehabilitation of transitional housing units at the South Brevard Women's Shelter to help provide transitional housing for women and children experiencing homelessness due to interpersonal violence. The City also provides funding for the organization's operating costs. From 2018–2020, this funding has assisted 19 individuals.</p>
<b>Programs Serving Individuals Experiencing Homelessness</b>	<p>Brevard County allocated \$10.6M in CARES Act funding for the Individual Assistance and Food Stability Programs. So far, \$9.6M has been expended on programs to provide mortgage, rent, utilities, and security deposit assistance to County residents. The County also provides funding to 2-1-1 Brevard's Information and Referral Program where specialist assess callers who are homeless or at risk of homelessness, and refer them to appropriate programs.</p> <p>The City of Palm Bay has used ARPA and CDBG funds to support local organizations working to meet the needs of individuals experiencing homelessness. The City provided \$368,560 in ARPA funding to Catholic Charities to provide rent, mortgage, and utility assistance as well as \$15,000 in ARPA funding to Helps Community Initiative to provide cold weather/emergency shelter in fiscal year 2022-2023.</p> <p>The City of Titusville is utilizing ARPA and CDBG funds to support non-profit organizations in providing supportive and public services throughout the city. These services reach low-income households, domestic violence victims, the elderly, and youth.</p> <p>The City of Cocoa utilized CDBG-CV funds to support local organizations providing services to individuals experiencing homelessness or at risk of becoming homeless. The City entered into a lease agreement with Family Promise of Brevard to expand their services to one of the abandoned fire stations in Cocoa. The new, 6000 square foot, Family Promise of Brevard facility will open in April 2023.</p>

**Data source:** City and County data, 2022.

## Supportive Services

Lastly, the Consortium reviewed the types of supportive services Brevard County and the Cities of Cocoa, Melbourne, Palm Bay, and Titusville currently provide or offered to the community over the past few years to catalog services that may be able to assist the HOME-ARP QPs. Table 36 summarizes these supportive services.

**Table 36: Consortium-Funded Supportive Services**

Program	Description and Impact
<b>Services for Seniors</b>	<p>Brevard County provides supportive services (e.g., support groups; legal assistance; referrals/help with Medicaid, Temporary Assistance to Needy Families, and food stamps) to seniors who are raising grandchildren through the Grandparents Raising Grandchildren program and has served 110 people from 2018–2020. The County also supports seniors through Brevard Alzheimer’s, Helping Seniors of Brevard, and Aging Matters. The County provides resource navigation services to help keep seniors and caregivers in their homes and assisted 326 people from 2018–2022.</p> <p>The Cities of Cocoa, Palm Bay, and Titusville provide meals to seniors and together have served over 1,382 individuals with multiple meals from 2018–2022. Palm Bay also provides services to seniors who are blind or visually impaired; transportation services for seniors through Brevard Alzheimer’s Safe Ride Program; and funding for the Greater South Brevard Senior Citizen Center.</p>
<b>Legal Services</b>	<p>Brevard County provides \$256,500 annually to Legal Services of Brevard to assist low-income residents with legal services.</p> <p>Palm Bay has provides legal assistance services for low- and moderate-income individuals in the community and served 172 people in 2020.</p>
<b>Other Supportive Services</b>	<p>Brevard County provided \$2.1M in CDBG Coronavirus funding to public service agencies to prevent, prepare for, and respond to the pandemic by providing nutritious meals, food boxes, case management services, educational services, employment assistance, housing assistance, and transportation services.</p>

**Data source:** City and County data, 2022.

## Describe the unmet housing and service needs of the QPs.

### *Unmet Needs for Affordable Housing and Rental Assistance*

Access to and availability of affordable rental housing impacts all four of the HOME-ARP QPs. Data on unit affordability, occupancy, and availability can provide insight into the unmet housing needs of the QPs.

### *Estimates of Rental Unit Affordability and Occupancy*

One data source to better understand unit affordability and occupancy is CHAS data which estimates the number of households occupying rental units affordable at different income levels. CHAS data uses HUD-Adjusted Median Family Incomes (HAMFI) to classify household income which, for the purposes of this analysis, are comparable to AMI. Table 35 depicts the number of households by income level who were occupying rental units that are affordable to specific HAMFI categories in 2019. For example, rental units affordable at 30 percent HAMFI are rental units where the gross rent for the unit is affordable to a household making 30 percent HAMFI. Rental units affordable at 50 percent HAMFI would have gross rents that are unaffordable to a household earning 30 percent HAMFI but would be affordable to a household earning 50 percent HAMFI. In 2019, CHAS data indicates that there were approximately 5,385 rental units affordable to households earning less than 30 percent HAMFI and 10,500 rental units affordable to households earning between 30–50 percent HAMFI.

**Table 37: Households Occupying Rental Units by Unit Affordability and Household Income**

Rental Unit Affordability	Occupant Income Category				
	0–30% HAMFI	30–50% HAMFI	50–80% HAMFI	80–100% HAMFI	Over 100% HAMFI
Rental units affordable at 30% HAMFI	2,460	1,195	825	285	620
Rental units affordable at 50% HAMFI	2,855	2,870	2,315	1,100	1,360
Rental units affordable at 80% HAMFI	4,680	5,440	7,750	4,320	8,580
Rental units affordable at greater than 80% HAMFI	1,175	1,330	1,925	1,640	6,440

**Data source:** CHAS Data, 2019.

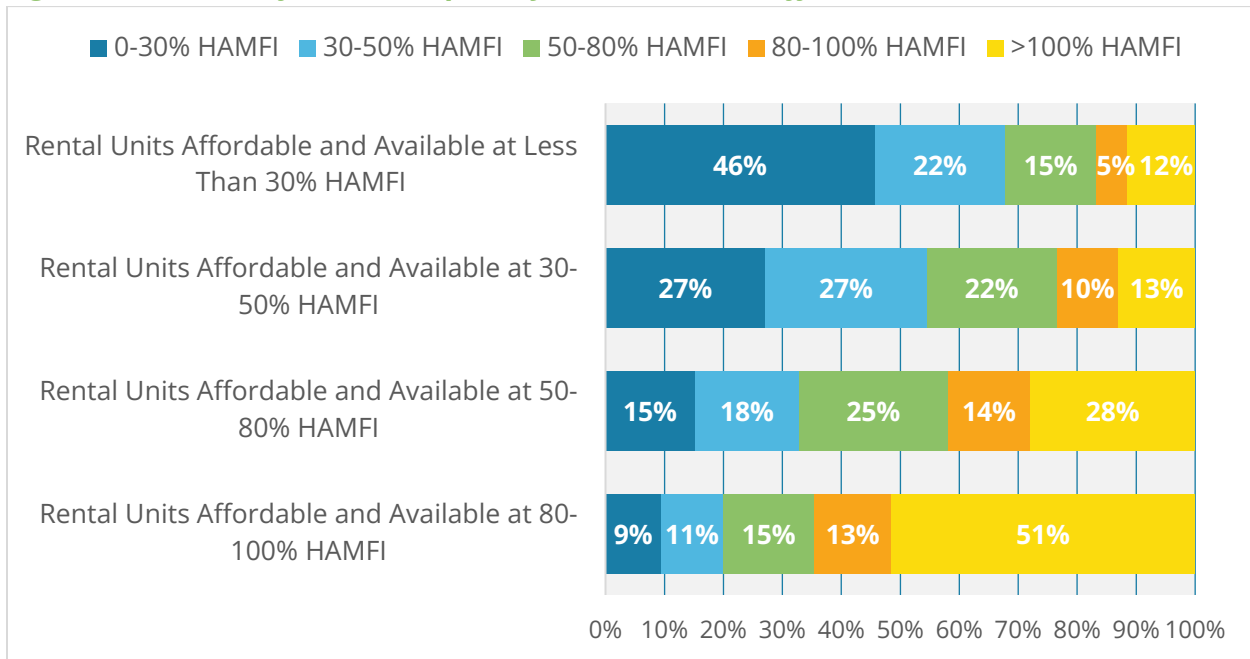
The data indicate that there were a significant number of renter households who were living in units that were not affordable given their household income category. Figure 13 depicts the share of households by income category who were occupying rental units affordable to specific income levels. The data suggest that for rental units at all income levels, there was a mismatch between the income level of the households occupying those units and the income category for which the rental unit would be affordable. Specifically, only 46 percent of rental units that are affordable to households earning 30 percent HAMFI were occupied by households earning less than 30 percent HAMFI. In other words, 54 percent of rental units that would be affordable to ELI households were occupied by higher-income households. There were similar trends for rental units affordable at other income levels. For example, only 27 percent of rental units affordable to VLI households were occupied by households earning 30–50 percent HAMFI.

It is important to keep in mind that this data does not provide information that explains the mismatch between households and rental units. For instance, ELI households may not occupy rental units that are affordable to them because these units are not located in their communities. Alternatively, units affordable to households earning 30 percent AMI may be hard to find, and when they are available, ELI households may need to compete with higher-income households to secure them.

Another important consideration is that the number of rental units affordable and available at different income levels does not align with the number of households in each income category. There are fewer units affordable and available for ELI and VLI households and more units that are affordable for higher-income households. The lack of affordable housing options for the lowest-earning households can force households to reside in units that are unaffordable to them.



**Figure 13: Percent of Units Occupied by Households at Different Income Levels**

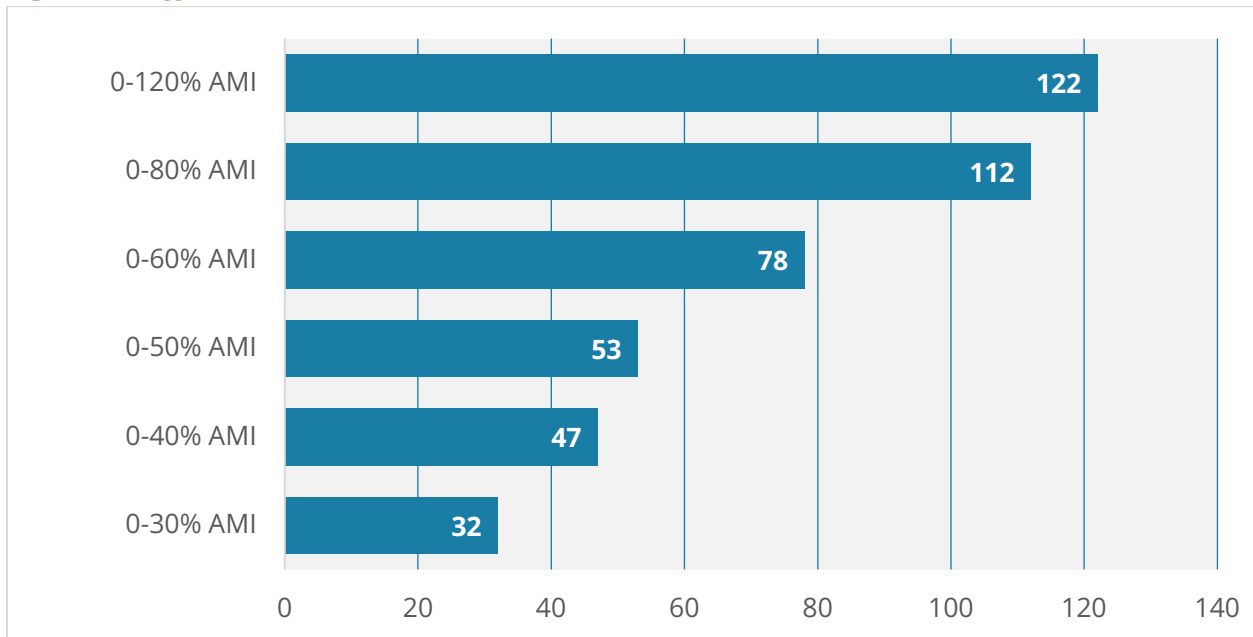


**Data source:** CHAS Data, 2019.

### **Shortage of Affordable Rental Housing Units**

Data from the Shimberg Center on the affordability and availability of rental housing units in the Palm Bay-Melbourne-Titusville, FL Metropolitan Statistical Area provide an estimate of the surplus and deficit of units in the community by income category. Figure 14 estimates the number of rental units that are affordable and available for every 100 renter households at a given income level. Shimberg estimates that there are 32 affordable and available units for every 100 renter households earning less than 30 percent AMI. For households earning less than 40 percent AMI, there are 47 affordable and available rental units for every 100 households. The data indicate that the number of affordable and available rental units gradually increases as the income category rises, and it is not until the income threshold reaches 80 percent AMI and below that there are more units affordable and available than households.

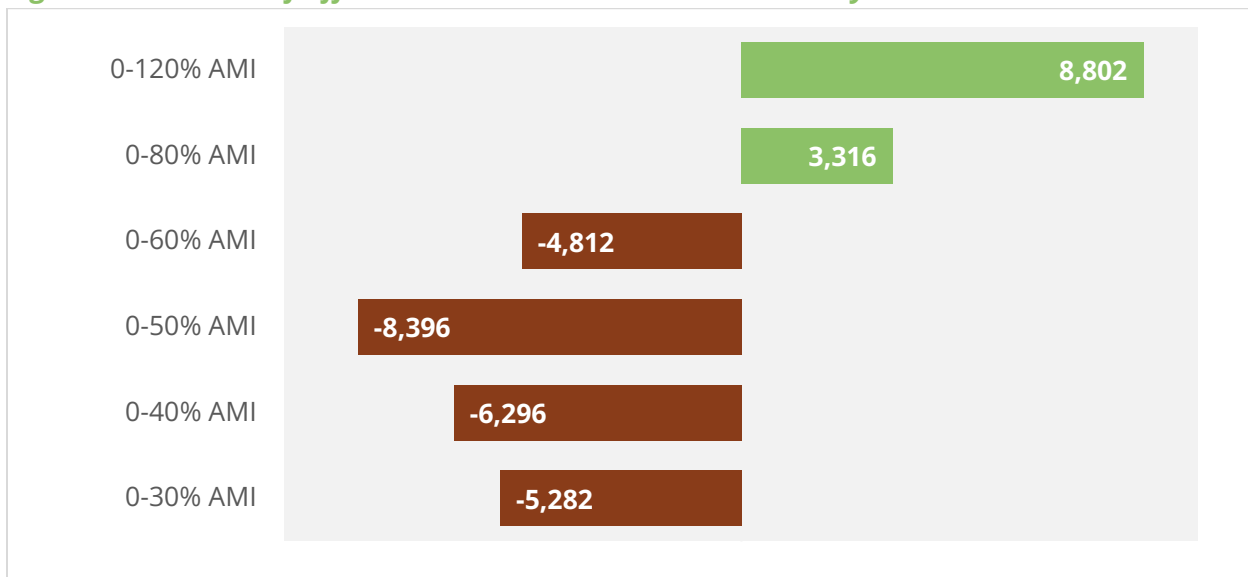
**Figure 14: Affordable and Available Rental Units Per 100 Renter Households**



**Data source:** Shimberg Center, 2019.

Figure 15 depicts Shimberg’s estimates for the number of available rental units affordable and available at different income levels given the population of renters at each percent AMI. The data suggest that there is a shortage of rental units for households earning less than 30 percent AMI, 50 percent AMI, and 60 percent AMI; however, for households earning less than 80 percent AMI and less than 120 percent AMI, there is a surplus of rental units affordable and available to renter households.

**Figure 15: Number of Affordable and Available Rental Units by Percent AMI**

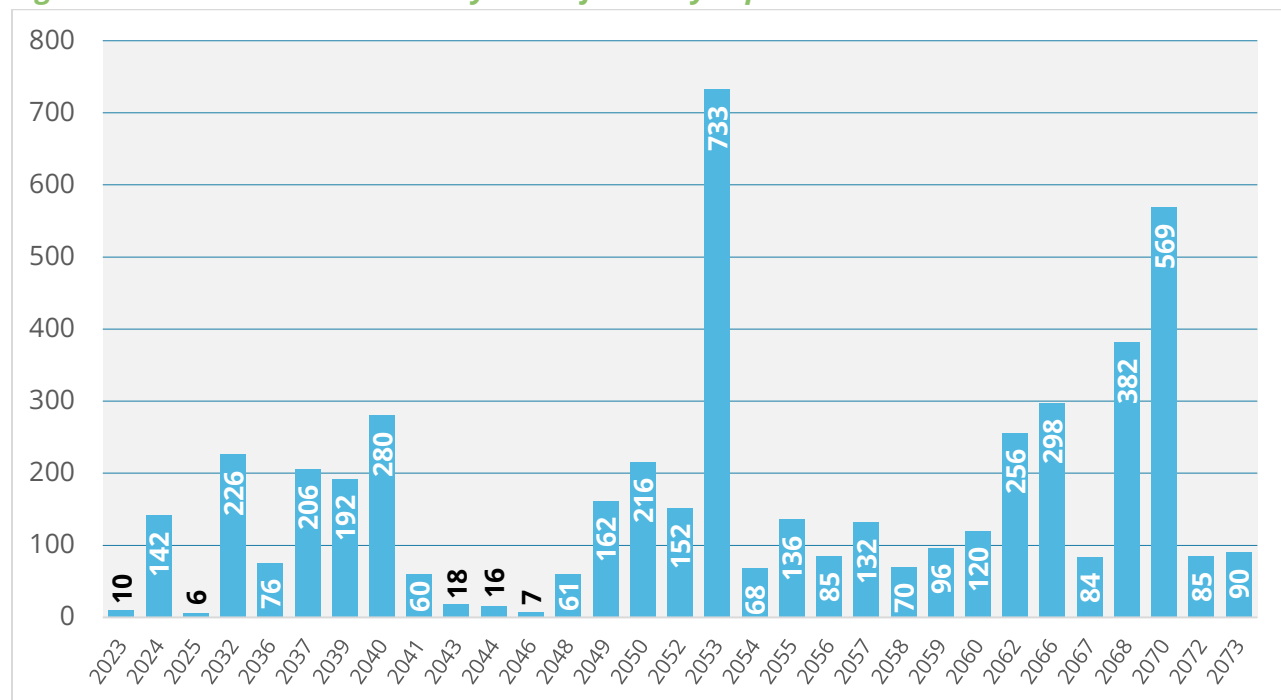


**Data source:** Shimberg Center, 2019.

### Assisted Units at Risk of Subsidy Expiration

The Shimberg Center's Affordable Housing Inventory also provides data on the estimated year of subsidy expiration for assisted units across Brevard County. Figure 16 depicts the number of assisted units by year of subsidy expiration and provides an indication of how many units could be lost if no action were taken to preserve the affordability of assisted units. The Affordable Housing Inventory shows that over the next few years, Brevard County could lose 10 assisted units in 2023 and 142 assisted units in 2024. Notably, 733 assisted units have subsidy expirations in 2053. It is important to note that property managers track subsidy expiration dates for their units and many, especially nonprofit organizations, work to extend the affordability of assisted units rather than let subsidies expire. This data helps underscore the importance of preserving the County's existing assisted housing stock.

**Figure 16: Assisted Rental Units by Year of Subsidy Expiration**



**Data source:** Shimberg Center, 2019.

### Unmet Need for Rental Assistance

Quantitative data on the availability and use of federal rental assistance in Brevard County suggest that rental assistance is available for some and the number of households using a voucher fluctuates over time and by program. For Housing Choice Vouchers, overall utilization rates are high across the County. Data from the Housing Choice Voucher Data Dashboard provides insight into the monthly fluctuation in Housing Choice Voucher utilization rates for each PHA and indicates that in recent years, the Housing Authority of Brevard County's Housing Choice Voucher utilization rate hit a low of 83 percent in

November 2019 and then grew to 91 percent by November 2021, after which the rate decreased to 87 percent by November 2022. For the Cocoa Housing Authority, the Housing Choice Voucher utilization rate was 96 percent in April 2019, decreased to 89 percent by March 2020, grew to 93 percent by February 2021, decreased to 77 percent by March 2022, and grew to 85 percent by November 2022. Lastly, the Housing Authority of the City of Titusville's Housing Choice Voucher utilization rate remained within the mid-90 percent range throughout 2019 and early 2021. By June 2021, the utilization rate was 99 percent; however, since this time, the rate has gradually decreased to 93 percent.

Monthly fluctuations in Housing Choice Voucher utilization rates are to be expected as households exit programs and new recipients are awarded vouchers. Data from the Housing Choice Voucher Data Dashboard indicate that annual Housing Choice Voucher program attrition rates across the County's PHAs are low. Specifically, 9 percent of recipient households had left the Housing Choice Voucher program at the Housing Authority of Brevard County as of November 2022, while this figure was 11 percent at the Housing Authority of the City of Titusville and 12 percent at the Cocoa Housing Authority.

The available data on the HOME-ARP QPs indicates that there are 7,350 severely cost-burdened ELI renter households and 4,380 severely cost-burdened VLI renter households across the County. Given that the County's PHAs are assisting about 3,486 households through public housing or rental assistance, there appears to be a clear need for continued or expanded rental assistance support across the County. In addition, data from the Shimberg Center indicate that there were 2,161 eviction filings from January to September 2022 across Brevard County. This suggests that a significant number of households are at risk of housing instability due to eviction. Between the number of households struggling to afford housing costs and the households at risk of eviction, the data indicate that there is a high need for rental assistance in Brevard County.

### ***Unmet Need for Affordable Housing and Rental Assistance From the Consultation Process***

During the consultation sessions, stakeholders described the housing needs facing the HOME-ARP QPs in Brevard County. Stakeholders described how increasing housing costs and the shortage of affordable housing options contribute to housing instability for many County residents. The shortage of affordable housing includes ELI, VLI, and moderate-income households, and for the HOME-ARP QPs, achieving and maintaining housing stability can be a significant challenge. For individuals experiencing homelessness, stakeholders noted that there are few permanent supportive housing options for individuals who need long-term affordable housing paired with wraparound supportive services, such as chronically homeless individuals. Other subpopulations with specific housing needs include seniors, service sector workers, and individuals who face barriers in the rental market due to eviction histories, criminal records, or poor credit. In terms of rental assistance, stakeholders explained that many households would benefit from

financial assistance with housing costs; however, there are several challenges with existing tenant-based rental assistance programs. They described that voucher recipients are often unable to locate and secure a unit that is affordable to them in the private market, even with their voucher. For those who manage to find an affordable unit, many will encounter landlords who are reluctant to accept their voucher for a variety of reasons, including an unwillingness to follow program rules and inspections, an unwillingness to work with the government, and negative perceptions about voucher recipients.

### ***Unmet Needs for Shelter and Supportive Housing***

The Consortium explored 2022 HMIS data to better understand the existing availability of housing and shelter to meet the needs of the HOME-ARP QPs. By analyzing the availability of shelter beds, exit destinations of individuals in 2022, and returns to homelessness, the Consortium was able to identify areas of unmet need among the QPs.

#### ***Unmet Need for Shelter Beds***

Data from the 2022 Housing Inventory Count provide the number of CoC shelter beds and units that are available across the County. According to the Housing Inventory Count, there are a total of 1,978 beds and 920 (47 percent) are rapid rehousing beds. There are also 373 (19 percent) transitional housing beds, 236 (12 percent) other permanent beds, 221 (11 percent) emergency shelter beds, 207 (10 percent) permanent supportive housing beds, and 21 (1 percent) Safe Haven beds. All of the beds in Brevard County are available year-round, and the most common bed type is family beds, which account for 60 percent of total beds. There are 767 (39 percent) adult-only beds, 156 beds (8 percent) for youth between the ages of 18 and 24, and 22 beds (1 percent) for children under age 18. In addition, there are 30 beds (2 percent) designated for individuals who are chronically homeless and 489 beds (25 percent) for veterans. There are no designated beds for victims of domestic violence and no seasonal beds.

The Consortium compared 2022 Point-in-Time (PIT) count data to the shelter inventory from the 2022 Housing Inventory Count to estimate the unmet level of need across the County. The PIT provides an unduplicated count of individuals and households experiencing homelessness on a given night and is useful for capturing insights on emergency shelter and transitional housing utilization.

Table 38 provides the PIT count for individuals and households and indicates whether they were sheltered or unsheltered during the PIT count. The data shows that there were 916 individuals comprising 767 households who were experiencing homelessness on a given night in Brevard County. The majority of individuals and households were unsheltered. Specifically, 351 households (46 percent) were sheltered while 416 households (54 percent) were unsheltered. For individuals, 473 (52 percent) were sheltered and 443 (48 percent)

were unsheltered. Part of the reason Brevard County has a high rate of unsheltered individuals is because of the area's warmer climate.

**Table 38: PIT Count of Individuals and Households in Brevard County**

Households by Type	Sheltered		Unsheltered	Total
	ES	SH & TH		
Adult-only households	122	173	402	697
Families	16	27	14	57
Children-only households	13	0	0	13
<b>Total Households</b>	<b>151</b>	<b>200</b>	<b>416</b>	<b>767</b>
Individuals by Subpopulation	Sheltered		Unsheltered	Total
	ES	SH & TH		
People in adult-only households	125	177	415	717
People in families	55	103	28	186
People in children-only households	13	0	0	13
Chronically homeless persons	27	1	262	290
Severely mentally ill	8	18	163	189
Chronic substance abuse	7	19	167	193
Veterans	6	119	30	155
HIV/AIDS	0	1	8	9
Victims of domestic violence	1	1	119	121
Unaccompanied youth	20	7	7	34
<b>Total Individuals</b>	<b>193</b>	<b>280</b>	<b>443</b>	<b>916</b>

**Data source:** PIT count, 2022.

When comparing data from the PIT count to the shelter inventory from the Housing Inventory Count, a few unmet needs become apparent. One is that there appears to be an insufficient number of shelter beds and supportive housing for chronically homeless individuals. The PIT count indicates that there were 290 chronically homeless individuals, of whom 28 (10 percent) were staying in emergency shelter or transitional housing while the remaining 262 (90 percent) were unsheltered. The Housing Inventory Count indicates that there are 30 designated permanent supportive housing beds for chronically homeless

individuals across the County. Permanent supportive housing pairs assisted, long-term housing with wraparound supportive services to assist individuals with complex needs. While it is unclear the extent to which chronically homeless individuals are residing in undesignated permanent supportive housing beds, the fact remains that there were 262 unsheltered chronically homeless individuals and a total of 207 permanent supportive housing beds across the County.

Another unmet need is for victims of domestic violence. The PIT count reveals that there were 121 victims of domestic violence on a given night in 2022 and that two (2 percent) were staying in a shelter and 119 (98 percent) were unsheltered. Given that the County has no designated beds for victims of domestic violence and the majority of victims are living in unsheltered locations, there appears to be a high need for shelter and housing space specifically for victims.

Lastly, there appears to be an unmet need for individuals with a severe mental illness or chronic substance use disorder. The PIT count indicates that there were 189 individuals with a severe mental illness, of whom 26 (14 percent) were sheltered and 163 (86 percent) were unsheltered. Similarly, there were 193 individuals with a substance use disorder and 26 (13 percent) were staying at a shelter while 167 (87 percent) were unsheltered. Individuals in either of these populations would most likely benefit from housing that is coupled with supportive services specific to their needs.

### ***HMIS System Performance Indicators***

The Consortium also analyzed HMIS data from 2022 on system performance indicators including program exits, returns to homelessness, and average length of stay to identify unmet needs of the HOME-ARP QPs.

In 2022, a total of 1,732 households were served, of which 1,709 were enrolled in a shelter or housing program and 1,193 exited a program during the year. Table 37 provides the number of households that exited a program by household and exit type. The data indicate that 576 (48 percent) of all households exited to a permanent destination, 508 (43 percent) exited to a temporary destination, and 109 (9 percent) exited to an unknown destination. Exits to permanent destinations are preferable to temporary or unknown locations when an individual or household exits a CoC program as these destinations offer greater housing stability. Permanent destinations can include exits to permanent supportive housing permanent rental or subsidized housing, and staying permanently with family or friends. Temporary destinations can include institutional, group, or assisted housing such as foster care or nursing homes; medical institutions such as hospitals, substance use treatment facilities, or psychiatric facilities; jails, prisons, or juvenile detention facilities; hotels or motels; emergency shelter, Safe Haven, or transitional housing; or temporarily staying with family or friends. Lastly, unknown destinations can include individuals who passed away

during the program year; individuals who did not provide information as to where they exited; or individuals who exited to places not meant for human habitation such as vehicles or parks.

Among households that exited during the year, 740 households (62 percent) were adult-only households, 235 households (20 percent) had at least one adult and child, and 217 households (18 percent) only included children. Overall, households with children experienced higher exit rates to permanent destinations compared to adult-only households. Specifically, 44 percent of adult-only households exited to permanent destinations, while this figure was 57 percent for adult and child households and 53 percent for child-only households. Across the three household types, a small percentage of households exited to unknown destinations in 2022.

**Table 39: Exit Destinations by Household Type**

Exit Destinations	Household Type						
	All Households (Total=1,709)		Adult Only (Total=1,101)		Adult and Child (Total=373)		Child Only (Total=232)
Households that exited during FY 2022	1,193		740		235		217
	#	%	#	%	#	%	# %
Permanent destinations	576	48%	329	44%	133	57%	114 53%
Temporary destinations	508	43%	330	45%	80	34%	97 45%
Unknown destinations	109	9%	81	11%	22	9%	6 3%

**Data source:** HMIS, 2022.

Table 40 provides additional insight into exit destinations based on household program enrollment and indicates that households that were enrolled in rapid rehousing or permanent supportive housing witnessed higher exit rates to permanent destinations than households that were not enrolled in one of these programs. While the table indicates that households could be enrolled in various combinations of shelter and housing programs, for households that were at some point enrolled in rapid rehousing or permanent supportive housing, the exit rate to permanent destinations was at least 60 percent. In comparison, for households that were not enrolled in rapid rehousing or permanent supportive housing, the highest exit rate to permanent destinations was 36 percent. This data suggest that households enrolled in rapid rehousing or permanent supportive housing are more likely to exit to permanent destinations compared to households not enrolled in these programs.



**Table 40: Exit Destinations by Program Enrollment**

Program Enrollment	Exit Destinations							
	Total Households		Permanent Destinations		Temporary Destinations		Unknown Destinations	
	#	%	#	%	#	%	#	%
ES/SH only	496	100%	179	36%	265	53%	52	10%
TH only	211	100%	69	33%	118	56%	24	11%
ES/SH + TH	18	100%	5	28%	12	67%	1	6%
RRH only	283	100%	194	69%	63	22%	26	9%
ES/SH + RRH	158	100%	109	69%	43	27%	6	4%
TH + RRH	18	100%	14	78%	4	22%	0	0%
ES/SH + TH + RRH	4	100%	3	75%	1	25%	0	0%
PSH only	5	100%	3	60%	2	40%	0	0%

**Data source:** HMIS, 2022.

Lastly, Table 41 outlines the number of households who exited a program by exit destination and household type which include the following subpopulations.

- **Adult-Only 55+:** Households in which all members are at least 55 years old.
- **Adult With 3+ Children:** Households with at least one adult and three or more children.
- **Fleeing Domestic Violence:** Households where the head of household or any adult member identified that they were fleeing domestic violence at the time of project entry.
- **Have Disabled Member:** Households in which the head of household or an adult identified that they have a disabling condition at project entry.
- **First-Time Homeless:** A household that entered an ES, SH, TH, RRH, or PSH project and was not previously enrolled in any projects in the two years prior to entry.
- **Returners From a Permanent Destination:** A household that entered an ES, SH, TH, RRH, or PSH project and has a previous exit to a permanent destination from a project in the 15–730 days prior to enrollment.

The data indicate that the largest household subpopulation in 2022 was first-time homeless households, which accounted for 703 households. Of the first-time homeless households who exited a program during the year, 284 (40 percent) exited to a permanent destination, 353 (50 percent) exited to a temporary destination, and 66 (9 percent) exited to an unknown destination. The second-largest subpopulation was households that included

a disabled member which accounted for 439 households. Half of these households exited to a permanent destination, 41 percent exited to a temporary destination, and 8 percent exited to an unknown location.

When comparing the household subpopulations, households fleeing domestic violence had the highest exit rate to permanent destinations (91 percent); however, this was also the smallest subpopulation, with 11 households that exited during the program year. In addition, three of the five recorded subpopulations had at least half of their households exiting to a permanent destination. The exception was for first-time homeless households and returners from a permanent destination where half of the households exited to temporary destinations.

Differences in the distribution of households exiting to permanent, temporary, or unknown locations across household subpopulations could indicate a need for more targeted housing, shelter, and services to better serve households experiencing homelessness.

**Table 41: Exit Destinations by Subpopulation**

Household Subpopulations	Exit Destinations							
	Total Households		Permanent Destinations		Temporary Destinations		Unknown Destinations	
	#	%	#	%	#	%	#	%
Adult-only 55+	285	100%	144	51%	112	39%	29	10%
Adult with 3+ children	70	100%	41	59%	24	34%	5	7%
Fleeing domestic violence	11	100%	10	91%	1	9%	0	0%
Has a disabled member	439	100%	220	50%	182	41%	37	8%
First-time homeless	703	100%	284	40%	353	50%	66	9%
Returners from a permanent destination	38	100%	16	42%	19	50%	3	8%

**Data source:** HMIS, 2022.

The Consortium also analyzed data on the number of days that households stayed in ES, SH, or TH projects and the days spent in rapid rehousing and permanent supportive housing projects prior to move-in. Table 40 outlines the average cumulative number of days that households stayed in a project (referred to as “days homeless”). For the 1,709 households enrolled in a shelter or housing program in FY 2022, households spent an average of 188 days homeless. For adult-only households, the average was 216 days, while this figure was 209 days for households with at least one adult and child, and 23 days for households with only children.

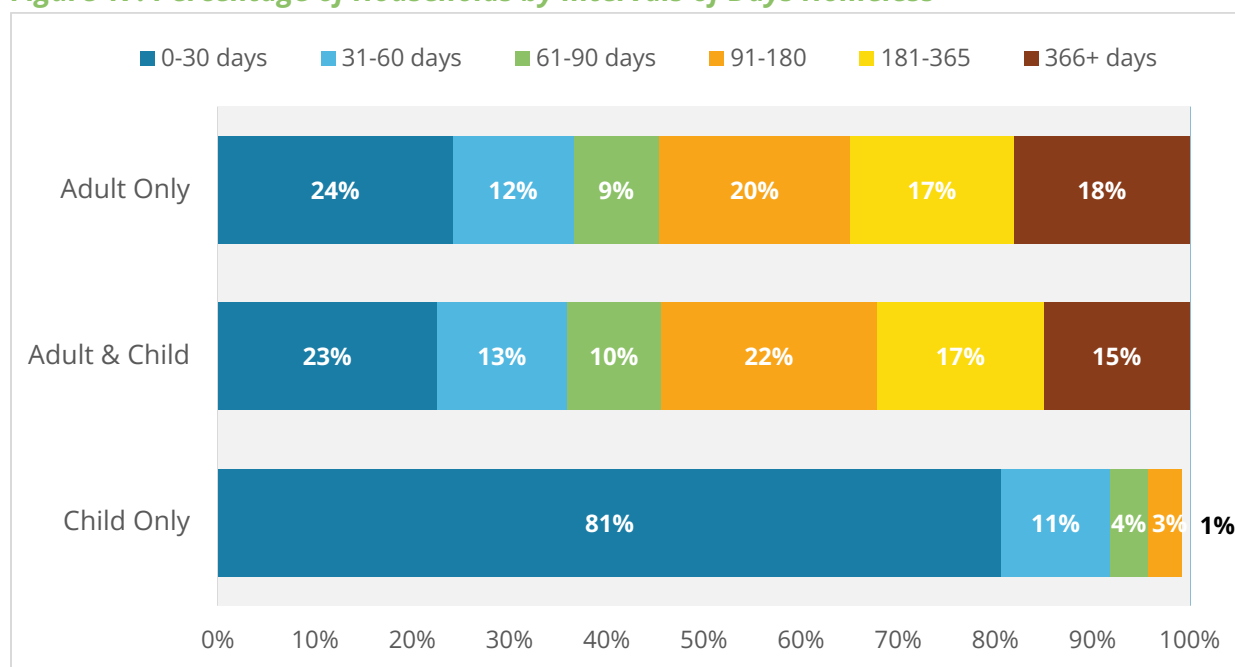
**Table 42: Average Cumulative Days Homeless**

Household Type	# Households	Average Days Homeless
All households	1,709	188
Adult-only	1,101	216
Adult and child	373	209
Child-only	232	23

**Data source:** HMIS, 2022.

Figure 17 depicts the share of households by household type in various intervals of days homeless. Overall, there is a more even distribution across intervals for households that contain adults compared to households with only children where 81 percent of households were homeless for less than 30 days.

**Figure 17: Percentage of Households by Intervals of Days Homeless**



Lastly, the Consortium reviewed data on returns to homelessness. Table 43 outlines the number of households that enrolled in an emergency shelter, Safe Haven, transitional housing, rapid rehousing, or permanent supportive housing project during the reporting period and have a record of previously exiting to a permanent destination six months prior to project enrollment. In 2022, 266 households had exited to a permanent destination six months prior, of whom 28 returned to homelessness within six months. When disaggregated by household type, adult-only households had the lowest return rate at 6 percent while child-only households had the highest return rate of 18 percent.

**Table 43: Returns to Homelessness by Household Type**

Household Type	# Households Who Had Exited to Permanent Destinations	# Returns to Homelessness	% Returns to Homelessness
Adult-only	139	9	6%
Adult and child	62	7	11%
Child-only	65	12	18%
All households	266	28	11%

**Data source:** HMIS, 2022.

Overall, the data indicate that although child-only households spent fewer days homeless on average, this population witnessed a higher rate of returns to homelessness compared to adult-only and adult and child households in 2022. HMIS data also suggest that households enrolled in rapid rehousing or permanent supportive housing are more likely to exit to permanent destinations compared to households not enrolled in these programs, and that exits to permanent destinations vary by household subpopulation.

#### ***Unmet Needs From the Consultation Sessions and Survey***

During the consultation sessions, stakeholders described the shelter and supportive housing needs facing the HOME-ARP QPs in Brevard County. Stakeholders noted that there is currently limited shelter space across the County and that the overall shortage of affordable housing makes it challenging for individuals experiencing homelessness to locate permanent housing options. This has contributed to longer stays in short-term arrangements, such as emergency shelter, and can limit the availability of shelter space for other individuals in need of assistance.

Stakeholders also mentioned specific subpopulations with unmet shelter needs including single men and women, unaccompanied youth and youth who have aged out of foster care, seniors, and LGBTQ+ individuals. Many of these subpopulations do not have designated shelter space or targeted supportive services available to them. Stakeholders explained how some individuals are turned away from shelters either due to the lack of beds or services to assist them. Notably, there are also no designated shelter beds for victims of domestic violence or human trafficking across the County and stakeholders noted that this can make it harder to adequately meet this population's needs. Lastly, stakeholders described how existing shelter capacity is often unable to accommodate entire households experiencing homelessness and that as a result, household members may need to split up across shelter facilities.

### Unmet Needs for Supportive Services

Through the consultation sessions and survey, stakeholders underscored the need for additional supportive services for each HOME-ARP QPs. Table 44 summarizes the top five most-needed supportive services for each QP that stakeholders identified in the survey. Notably, case management and financial assistance costs were among the most needed supportive services for all four QPs. Victims' services also appeared among the most needed supportive services for three of the four QPs.

**Table 44: Top Five Most-Needed Supportive Services for Each QP From Stakeholder Survey**

Rank	Individuals Experiencing Homelessness	Individuals at Risk of Homelessness	Persons Fleeing/ Attempting to Flee	Other Groups at Greatest Risk
#1	Case Management	Case Management	Victims' Services	Case Management
#2	Financial Assistance Costs	Financial Assistance Costs	Case Management	Victims' Services
#3	Housing Search Assistance and Counseling	Food Assistance	Legal Services	Financial Assistance Costs
#4	Victims' Services	Short- and Medium-Term Rental Assistance	Financial Assistance Costs	Housing Search Assistance and Counseling
#5	Mental Health Services	Landlord and Tenant Liaison	Childcare	Short- and Medium-Term Rental Assistance

During the consultation sessions and survey open-ended questions, stakeholders also shared that limited resources for providers can limit the effectiveness of services. For example, some organizations will rely heavily on volunteers for carrying out activities because limited funding prevents them from hiring personnel. Volunteers may not be adequately trained for their roles and individuals who are trained are often overworked and underpaid. Such working conditions contribute to high staff turnover and the loss of valuable expertise from organizations, which in turn can limit the effectiveness of services provided to clients.

## Identify any gaps within the current shelter and housing inventory as well as the service delivery system.

### *Gaps Within the Current Affordable Rental Housing Inventory*

Housing costs have increased across Brevard County over the past few years for both owners and renters. Tourism to the area has contributed to an increase in vacation rentals, which take housing units that could otherwise be occupied by residents off the housing market. In addition, job growth in the region has placed increasing demand on the local housing stock, which has in turn increased housing costs for many households. CHAS data estimates that there are about 5,385 rental units affordable and available to households earning less than 30 percent HAMFI and 10,500 rental units affordable and available to households earning between 30–50 percent HAMFI. In terms of households, there are a total of 11,165 ELI renter households across the County, of whom 7,350 ELI renter households pay over half of their income on rent. For VLI renter households, there are 10,830 total households and 4,380 that are paying over half of their income on rent. Data from the Shimberg Center also indicate that there are 5,841 existing assisted rental units across Brevard County and a shortage of 4,812 units affordable to households earning less than 60 percent AMI. Quantitative and qualitative data sources both point to a need to develop additional affordable housing for ELI and VLI households across Brevard County.

### *Gaps in the Availability and Utilization of Rental Assistance*

Quantitative and qualitative data suggest the need for continued or expanded rental assistance across Brevard County. With an estimated 7,350 severely cost-burdened ELI renter households and 4,380 severely cost-burdened VLI renter households, a significant segment of the population is struggling to afford housing costs. While the County's housing authorities are assisting about 3,486 households through public housing and rental assistance, the existing need outweighs available resources. The increase in eviction filings in 2022 also suggests that a significant number of households are at risk of housing instability due to eviction. While the consultation process and data analysis underscored that many households are in need of financial assistance to offset high housing costs, stakeholders also noted that existing voucher recipient households often struggle to locate and secure housing that they can afford. Even when they do find a unit, oftentimes voucher recipients face discrimination from landlords who are unwilling to accept their vouchers.

### *Gaps Within Non-Congregate Shelter*

The HMIS data analysis on the size and demographic composition of individuals experiencing homelessness in Brevard County indicates that there were 262 unsheltered chronically homeless individuals and a total of 207 permanent supportive housing beds across the County. Although the County has increased the number of rapid rehousing beds over the past few years, information from the stakeholder survey explained that rapid

rehousing may not be a suitable alternative to permanent supportive housing for individuals with complex needs. The current number of permanent supportive housing units is insufficient to meet the needs of the number of chronically homeless individuals in the community who would be eligible for and would benefit from supportive housing.

In addition, the 2022 PIT count reveals that there were 121 victims of domestic violence on a given night in 2022 and that 119 (98 percent) were unsheltered. Given that the County has no designated beds for victims of domestic violence and the majority of victims are living in unsheltered locations, there appears to be a high need for shelter and housing space specifically for victims. PIT count data also suggest that there is an unmet need for shelter and/or supportive housing for individuals with a severe mental illness or chronic substance use disorder. The PIT count indicates that there were 189 individuals with a severe mental illness, of whom 163 (86 percent) were unsheltered. Similarly, there were 193 individuals with a substance use disorder and 167 (87 percent) were unsheltered. Individuals in either of these populations would likely benefit from housing that is coupled with wraparound supportive services specific to their needs.

Lastly, the consultation process highlights specific subpopulations with unmet shelter needs including single men and women, unaccompanied youth and youth who have aged out of foster care, seniors, and LGBTQ+ individuals. Many of these subpopulations do not have designated shelter spaces or targeted supportive services available to them. Stakeholders also explained how limited shelter capacity can mean some individuals are turned away due to the lack of beds or services to assist them. Others noted that existing shelter capacity is often unable to accommodate entire households experiencing homelessness and that as result, household members may need to split up across shelter facilities. Lastly, there are no designated shelter beds for victims of domestic violence or human trafficking across the County and stakeholders noted that this can make it harder to adequately meet this population's needs.

### ***Gaps Within the Supportive Services System***

The consultation process identified gaps within the existing supportive service system and identified the need for case management and financial assistance costs for all four HOME-ARP QPs. Stakeholders also indicated that victims' services were among the most needed supportive services for three of the four QPs. Through the consultation sessions, stakeholders also highlighted the need for eviction prevention assistance and legal services for households facing eviction. Additionally, stakeholders explained that limited resources for service providers can limit the effectiveness of services provided to clients as some organizations rely heavily on volunteers who may not be appropriately trained. For staff who are trained, many are overworked and underpaid, which contributes to burnout and turnover.



### **Gaps Related to Nonprofit Capacity**

The consultation process identified several gaps related to nonprofit capacity in Brevard County. Through the survey, stakeholders mentioned that many organizations serving the HOME-ARP QPs have experienced increased staff turnover and lost valuable expertise as a result. For the remaining staff, many have high workloads, which makes it difficult for organizations to adequately meet the needs of clients and help them achieve longer-term goals. High inflation has also increased operating costs for organizations across the region, which in turn has limited the ability of organizations to meet the needs of the populations they serve.

Through the open-ended responses in the survey, stakeholders also noted the need for better coordination across service providers and agencies serving the HOME-ARP QPs. They described how organizations often do not have a good sense of what services partners are providing, and as a result, organizations will provide duplicative services. Stakeholders explained that in some cases it could be more efficient to align resources or provide referrals than have multiple organizations providing the same type of service.

Lastly, stakeholders described challenges with existing grant application processes as funding opportunities are often tied to specific geographic areas. For organizations that serve the entire County, it can therefore be time-consuming to apply for multiple opportunities, and for organizations that are short-staffed, this can ultimately divert staff time away from serving clients in the community.

**Under Section IV.4.2.ii.G of the HOME-ARP Notice, a PJ may provide additional characteristics associated with instability and increased risk of homelessness in their HOME-ARP Allocation Plan. These characteristics will further refine the definition of “other populations” that are “at greatest risk of housing instability,” as established in the HOME-ARP Notice. If including these characteristics, identify them here.**

The 2022–2026 Brevard County HOME Consortium Consolidated Plan outlines several characteristics that are associated with housing instability and an increased risk of homelessness.

- ELI households often face tenuous housing situations, largely driven by housing cost burden, that increase their risk of experiencing homelessness.
- Some individuals who have received rapid-rehousing assistance to enter a permanent placement find that upon lease renewal, their rents have substantially increased to the point where the household can no longer afford to remain in their rental unit. This can cause households to return to temporary placements, such as hotel stays, instead of remaining staying stably housed in the long term.



- There is a significant population of severely cost-burdened owner households, many of which are elderly households that are living on fixed incomes. These households often struggle to remain housed when faced with increased housing costs.
- Individuals with disabilities are generally in need of a wider range of affordable housing options. Lower-income individuals with ambulatory disabilities often struggle to find accessible and affordable housing units.

## Identify priority needs for the QPs.

Figure 18 summarizes the priority needs facing the four HOME-ARP QPs based on the information gathered through the consultation sessions, online stakeholder survey, and quantitative data analysis.

**Figure 18: Priority Needs for the HOME-ARP QPs**

### Individuals Experiencing Homelessness

- There is a high need for supportive housing for chronically homeless individuals, as well as a variety of permanent affordable housing options.
- There is a high need for additional shelter beds/units for families experiencing homelessness so households can remain together.
- There is a high need for designated shelter beds/units for victims of violence.
- There is a need for rental assistance to support homeless individuals in securing and maintaining permanent housing in the private market.
- Supportive services needs include case management, financial assistance costs, housing search assistance/counseling, victims' services, and mental health services.

### Individuals at Risk of Homelessness

- There is a high need for a variety of affordable housing options including units that are accessible to individuals with physical disabilities.
- There is a need for rental assistance for the high number of ELI renter households who are severely cost burdened.
- There is a need for assistance for the households who are at risk of homelessness due to evictions to help them remain stably housed.
- Supportive services needs include case management, financial assistance costs, food assistance, short- and medium-term rental assistance, and landlord/tenant liaison.

### Persons Fleeing/Attempting to Flee

- There is a high need for a variety of affordable housing options to support victims who have experienced different types of trauma and have different needs.
- There is a high need for designated shelter beds for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking in Brevard County.
- Supportive services needs include victims' services, case management, legal services, financial assistance costs, and childcare.

### Other Groups at Greatest Risk of Homelessness/Housing Instability

- There is a high need for a variety of affordable housing options, including units that are accessible to individuals with physical disabilities.
- There is need for assistance for the VLI renter households who are severely cost burdened.
- There is need for assistance for the households who are at risk of homelessness due to evictions so they can remain stably housed.
- Supportive services needs include case management, victims' services, financial assistance costs, housing search assistance/counseling, and short- and medium-term rental assistance.

### Explain how the PJ determined the level of need and gaps in the PJ's shelter and housing inventory and service delivery systems based on the data presented in the plan.

The Consortium paired the qualitative information gathered from the stakeholder consultation sessions and survey with insights gleaned from quantitative data analysis to better understand the needs facing each of the QPs and the existing gaps in the shelter, housing, and service delivery systems. Through the survey, stakeholders helped identify unmet needs and gaps for each QP and identify the level of need for each HOME-ARP-eligible activity. Table 45 outlines the primary qualitative and quantitative data sources used to analyze the priority needs of each QP as well as the existing housing, shelter, and service gaps across the community.

**Table 45: Primary Data Sources to Determine Needs and Gaps**

HOME-ARP QP	Primary Data Sources
<b>Individuals experiencing homelessness</b>	<ul style="list-style-type: none"><li>• CoC HMIS (2022)</li><li>• Brevard Homeless Coalition, 2020 Gaps Analysis and System Performance Report (2020)</li><li>• Stakeholder consultation sessions and online stakeholder survey</li></ul>
<b>Individuals at risk of homelessness</b>	<ul style="list-style-type: none"><li>• CHAS (2015–2019)</li><li>• McKinney-Vento EDFacts Initiative data (school year</li></ul>

	2019–2020) <ul style="list-style-type: none"> <li>• Public Housing Authority client data (2021)</li> <li>• Shimberg Center for Housing Studies data (2020–2022)</li> <li>• Stakeholder consultation sessions and online stakeholder survey</li> </ul>
<b>Persons fleeing/attempting to flee domestic violence, sexual assault, dating violence, stalking, or human trafficking</b>	<ul style="list-style-type: none"> <li>• CoC HMIS (2022)</li> <li>• Serene Harbor program data (2022)</li> <li>• Brevard County Women’s Center program data (2022)</li> <li>• Florida Department of Law Enforcement Uniform Crime Reports (2020)</li> <li>• Space Coast Human Trafficking Task Force (2022)</li> <li>• Stakeholder consultation sessions and online stakeholder survey</li> </ul>
<b>Other populations at risk of housing instability and homelessness</b>	<ul style="list-style-type: none"> <li>• CHAS data (2015–2019)</li> <li>• American Community Survey (2017–2021)</li> <li>• Brevard County Consortium’s 2022–2026 Consolidated Plan</li> <li>• Shimberg Center for Housing Studies data (2020–2022)</li> <li>• Stakeholder consultation sessions and online stakeholder survey</li> </ul>
<b>Topic</b>	<b>Primary Data Sources</b>
<b>Housing inventory</b>	<ul style="list-style-type: none"> <li>• Shimberg Center for Housing Studies data (2022)</li> <li>• CHAS (2015–2019)</li> <li>• HUD Housing Choice Voucher Data Dashboard (2022)</li> <li>• Consortium member program data (2022)</li> <li>• Stakeholder consultation sessions and online stakeholder survey</li> </ul>
<b>Shelter inventory</b>	<ul style="list-style-type: none"> <li>• CoC PIT and Housing Inventory Count (2022)</li> <li>• Consortium member program data (2022)</li> <li>• Stakeholder consultation sessions and online stakeholder survey</li> </ul>
<b>Service delivery system</b>	<ul style="list-style-type: none"> <li>• Consortium member program data (2022)</li> <li>• Stakeholder consultation sessions and online stakeholder survey</li> </ul>

## HOME-ARP Activities

### Regulatory Requirements

In accordance with [Section V.C.2. of the Notice](#), PJs must describe how they will distribute HOME-ARP funds aligned with the identified priority needs and the method for soliciting applications for funding and selecting developers, service providers, subrecipients, and/or contractors. Furthermore, PJs must describe whether they will administer the HOME-ARP-eligible activities directly.

#### **Describe the method(s) that will be used for soliciting applications for funding and/or selecting developers, service providers, subrecipients, and/or contractors.**

There will be separate requests for proposals for affordable rental housing development and supportive services. Resources for capacity building and operating support will be offered in each of these requests for proposals. The Consortium will ensure that the requests for proposals and selection criteria are consistent with all HOME-ARP requirements.

#### **Describe whether the PJ will administer eligible activities directly.**

The Consortium will not directly administer the HOME-ARP activities.

#### **If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP Allocation Plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program.**

This section is not applicable to the Brevard County HOME Consortium as it does not intend for a subrecipient or contractor to administer its entire HOME-ARP grant.

## Use of HOME-ARP Funding

### Regulatory Requirements

[Section V.C.2 of the Notice](#) states that PJs must outline the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits. The plan must also explain how the characteristics of its shelter and housing inventory, the service delivery system, and the needs identified in the Needs Assessment and Gaps Analysis provided a rationale for the use of funds for the eligible activities.

**Table 46: Distribution of HOME-ARP Funds Across Eligible Activities**

Eligible Activity	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$500,000	11%	
Acquisition and Development of Non-Congregate Shelters	\$0	0%	
Tenant-Based Rental Assistance	\$0	0%	
Development of Affordable Rental Housing	\$3,045,898	67%	
Non-Profit Operating	\$150,000	3%	5%
Non-Profit Capacity Building	\$150,000	3%	5%
Administration and Planning	\$678,688	15%	15%
<b>Total HOME-ARP Allocation</b>	<b>\$4,524,586</b>	<b>100%</b>	

**Describe how the PJ will distribute HOME-ARP funds in accordance with its priority needs identified in its needs assessment and gaps analysis.**

The Consortium intends to use 67 percent of its HOME-ARP allocation for affordable rental housing, 11 percent for supportive services, 3 percent for non-profit operating costs, 3 percent for nonprofit capacity building, and the remaining 15 percent for PJ administration and planning activities. This funding distribution will allow the Consortium to develop additional affordable rental housing options and provide needed supportive services. It will also help provide organizational operating support for organizations selected to implement

HOME-ARP affordable rental housing development or supportive services. This option also provides funding for the Consortium to enhance its own capacity to administer affordable housing developments for the HOME-ARP QPs in the community.

**Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gaps analysis provided a rationale for the plan to fund eligible activities.**

Information analyzed from the consultation sessions, stakeholder survey, and quantitative data demonstrates that there are high levels of unmet needs faced by all four of the HOME-ARP QPs. While it is appreciative of the additional funding, the Consortium's HOME-ARP allocation of \$4.5M is insufficient to completely address the housing, shelter, and service needs for each of the QPs. Given the limited resources available, as well as the major themes underscored in the Needs Assessment and Gaps Analysis, the Consortium plans to spend 67 percent of its HOME-ARP allocation on affordable rental housing, 11 percent on supportive services, and the remaining 25 percent on nonprofit operating support, capacity building, and PJ planning and administration.

The trends identified in the Needs Assessment and Gaps Analysis were a major factor that led to the Consortium's HOME-ARP allocation distribution decision. The major trends highlighted in the data analysis, consultation sessions, and survey responses all pointed to a significant need for affordable rental housing for each of the HOME-ARP QPs. Stakeholders described how all four of the HOME-ARP QPs struggle to find housing that is affordable and accessible in the community. Housing costs have been increasing for years, but recent events including high inflation, the COVID-19 pandemic, several natural disasters, job growth, and the end of the eviction moratorium have exacerbated the housing cost burden and housing instability for many lower-income households in Brevard County. The data analysis points toward a need for supportive housing options, particularly permanent supportive housing, for individuals experiencing homelessness as well as additional shelter and housing options for individuals fleeing domestic violence. Lastly, the stakeholder survey found that 51 percent of respondents selected affordable rental housing as their top priority for the use of HOME-ARP funds. The data from the Needs Assessment and Gaps Analysis, therefore, indicate that there is a considerable need for the development of additional affordable rental housing opportunities across Brevard County.

The Needs Assessment and Gaps Analysis also highlighted the need for and importance of supportive services for the four HOME-ARP QPs. During the consultation sessions, stakeholders described how the end of the eviction moratorium has exacerbated the housing cost burden and housing instability for many lower-income households across the County. Furthermore, through the survey, stakeholders underscored the need for additional supportive services for each HOME-ARP QPs. Notably, case management and

financial assistance costs were among the most needed supportive service for each QP, and housing search assistance/counseling and victims' services were identified among the top five most needed services for three of the four QPs.

While the Needs Assessment and Gaps Analysis indicated that there are unmet needs for each of the HOME-ARP-eligible activities, the data also shows that there are challenges and concerns with implementing some of these activities. Table 47 outlines how survey respondents prioritized the five eligible activities according to the average weighted score. Affordable rental housing was clearly prioritized as the top-needed activity among respondents, followed by non-congregate shelter, nonprofit capacity building, supportive services, and tenant-based rental assistance. There was not a clear second priority as the weighted scores for non-congregate shelter, nonprofit capacity building, supportive services, and tenant-based rental assistance were very similar.

**Table 47: Average Weighted Score of Prioritized HOME-ARP-Eligible Activities**

Ranking Order	HOME-ARP-Eligible Activity	Average Weighted Score
#1	Affordable Rental Housing	4.0
#2	Non-Congregate Shelter	2.9
#3	Nonprofit Capacity Building	2.8
#4	Supportive Services	2.7
#5	Tenant-Based Rental Assistance	2.6

Although the survey indicates that some respondents would prioritize non-congregate shelter among the eligible activities, the information gathered through the data analysis, consultation sessions, and survey open-ended responses identifies barriers to funding for ongoing operations and provider capacity to manage non-congregate shelter facilities. Throughout the consultation process, stakeholders described how staff burnout and limited organizational capacity are challenges for organizations serving the four HOME-ARP QPs. They shared that the pandemic has exacerbated some pre-existing challenges such as insufficient pay for staff and limited funding and resources to serve those in need of assistance. Analysis of the 2022 Housing Inventory Count data also indicates that there is a greater need for supportive housing units than shelter beds for individuals experiencing homelessness and persons fleeing domestic violence. This data suggests that while non-congregate shelter can be a vital resource for the HOME-ARP QPs, there are capacity challenges that make it difficult to adequately serve vulnerable populations and greater needs for other types of shelter and housing options.

Similarly to non-congregate shelter, stakeholders also expressed mixed feelings about using HOME-ARP for tenant-based rental assistance. While the data analysis indicates there is a high need for continued or expanded rental assistance, stakeholders explained that local housing markets have been saturated with tenant-based rental assistance due to local, state, and federal pandemic response programs. While many are thankful for the additional resources, the surge in tenant-based rental assistance has made it difficult for voucher recipients to secure housing. Factors such as rising housing costs, inflation, low vacancy rates, and the unwillingness of landlords in the private market to accept vouchers have decreased the number of units that are available and affordable to voucher holders. The information suggests that there is support for rental assistance; however, there are currently other sources of rental assistance funding available in the community and as a relatively small, one-time funding source, HOME-ARP is not well-suited for a program such as tenant-based rental assistance that would require ongoing financial contributions.

By prioritizing affordable rental housing and supportive services with its HOME-ARP allocation, the Consortium can help meet the needs of all four QPs while addressing some of the priority needs identified in the Needs Assessment and Gaps Analysis. Adding to the stock of affordable rental housing would alleviate some of the pressure currently exerted upon the housing and shelter inventory. In addition, the range of eligible supportive services under HOME-ARP would allow the Consortium to fund programs that could broaden the impact of programs serving all the QPs. [Section VI.D.4.c.i of HUD Notice CPD-21-10](#) outlines the allowable uses for HOME-ARP supportive services, which align with the needs identified in the Needs Assessment and Gaps Analysis. Supportive services could therefore be utilized to address some of the noted challenges with tenant-based rental assistance and non-congregate shelter programs while serving a broad range of HOME-ARP-eligible households across the community.

Lastly, the Consortium decided to allocate 3 percent of its HOME-ARP allocation toward nonprofit capacity building, 3 percent for nonprofit operating support, and 15 percent for PJ planning and administration. The Consortium opted to allocate some funding that can be used to pay the operating expenses of nonprofit organizations that will carry out the HOME-ARP activities. Eligible operating expenses are necessary costs for operating a nonprofit organization such as employee salaries, wages, and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment, materials, and supplies. Eligible capacity building assistance includes necessary general operating costs that will result in expansion or improvement of an organization's ability to carry out the eligible HOME-ARP activities such as upgrades to materials, equipment, and supplies and technical assistance related to the HOME-ARP QPs.



Through the consultation sessions and survey, stakeholders described how challenges such as insufficient pay for staff, lack of staff training opportunities, and limited program funding and resources have made it harder for organizations to support their own staff and capacity while adequately meeting the needs of their clients. By allocating HOME-ARP funding toward nonprofit operating and capacity building, the Consortium aims to help address some of the challenges faced by organizations working to meet the needs of the QPs.

The remaining 15 percent of the HOME-ARP allocation will assist the Consortium with the administration and planning of the HOME-ARP program. Eligible administration and planning costs include necessary costs for the management, coordination, monitoring, and evaluation of the HOME-ARP program. Examples include administration activities such as developing systems to comply with HOME-ARP requirements, developing interagency agreements, monitoring HOME-ARP activities for progress and compliance, preparing HOME-ARP reports and documents for submission to HUD, and evaluating program results against stated objectives. A full list of eligible costs is provided in Section VI.A of the HUD Notice. Since the HOME-ARP program is a new source of federal funding with its own unique program requirements, the Consortium has elected to allocate sufficient funds to build its own internal capacity to administer, monitor, and evaluate the program. Doing so will help ensure that the HOME-ARP-eligible activities have the greatest impact and best meet the needs of some of the County's most vulnerable communities.

# HOME-ARP Production Housing Goals

## Regulatory Requirements

In accordance with [Section V.C.3 of the Notice](#), PJs must provide an estimate for the number of affordable rental housing units for QPs that they will produce or support with HOME-ARP funds. In addition, PJs must also include a narrative about the specific affordable rental housing production goal that the PJ hopes to achieve and describe how it will address the PJ's priority needs.

### **Estimate the number of affordable rental housing units for QPs that the PJ will produce or support with its HOME-ARP allocation.**

The Consortium estimates that it costs approximately \$300,000 to develop a unit of affordable rental housing. As a result, an estimated 10 HOME-ARP units will result in an allocation of \$3,045,898, assuming HOME-ARP will pay for 100 percent of the cost for each unit. This estimate would increase if other funds paid for a portion of the cost of the HOME-ARP units.

### **Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how the production goal will address the PJ's priority needs.**

HOME-ARP funds will provide a one-time expansion of resources for the development of affordable rental housing for some of Brevard County's most vulnerable residents. Prioritizing the development of affordable rental housing aligns with the needs of all four HOME-ARP QPs identified in the Needs Assessment and Gaps Analysis and will further the Consortium's goals of expanding affordable housing options for households earning less than 60 percent AMI. While the estimated number of units that will be produced with the HOME-ARP allocation is small, it will help make a long-term impact with a one-time source of funding. The funds will likely leverage state and federal funds for affordable housing and fill important gaps to allow a project to move forward.

# Preferences

## Regulatory Requirements

Section V.C.4 of the Notice states that PJs must identify whether they intend to establish a preference for one or more of the QPs or a subpopulation within one or more of the QPs for any eligible activity or project. If a PJ chooses to establish a preference, they must explain how the use of a preference or method of prioritization will address the unmet needs or gaps in benefits and services identified in the Needs Assessment and Gaps Analysis. PJs must also describe how they will still address the unmet needs or gaps of the other QPs that are not included in a preference through the use of HOME-ARP funds.

Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a). The PJ must comply with all applicable nondiscrimination and equal opportunity laws and requirements listed in 24 CFR 5.105(a) and any other applicable fair housing and civil rights laws and requirements when establishing preferences or methods of prioritization.

### **Identify whether the PJ intends to give preference to one or more QPs or a subpopulation within one or more QPs for any eligible activity or project.**

The Consortium does not intend to give preference to any specific HOME-ARP QP or subpopulation for affordable rental housing projects or supportive services supported with HOME-ARP funds. Affordable rental housing projects and supportive services will be available to all HOME-ARP QPs.

### **If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the QP or subpopulation of the QP, consistent with the PJ's needs assessment and gaps analysis.**

This section does not apply to the Consortium since the Consortium does not intend to include a preference.

## Referral Methods

### Regulatory Requirements

The HUD Notice states that PJs are not required to describe referral methods in the HOME-ARP Allocation Plan; however, a PJ must require a project or activity to use coordinated entry along with other referral methods **or** to use only a project/activity waiting list if:

- Coordinated entry does not have a sufficient number of qualifying individuals or families to refer to the PJ for the project or activity.
- Coordinated entry does not include all HOME-ARP QPs.
- Coordinated entry fails to provide access and implement uniform referral processes in situations where a project's geographic area(s) is broader than the geographic area(s) covered by the coordinated entry system.

### **Identify the referral methods that the PJ intends to use for its HOME-ARP projects and activities. A PJ may use multiple referral methods in its HOME-ARP program. (Optional)**

The Brevard Homeless Coalition's coordinated entry system focuses primarily on persons experiencing homelessness and includes some components of the definitions of the other three HOME-ARP QPs. As a result, the Consortium will require HOME-ARP-funded projects and services to use a project-specific waiting list. The Consortium will review all referral methods to ensure compliance with HOME-ARP program requirements.

### **If the PJ intends to use the coordinated entry process established by the CoC, describe whether all QPs eligible for a project or activity will be included in the coordinated entry process, or the method by which all QPs eligible for the project or activity will be covered. (Optional)**

The Brevard Homeless Coalition's coordinated entry process includes portions of the HOME-ARP QP definitions. The Individuals Experiencing Homelessness QP is fully included and covers the components defined under 24 CFR 91.5(1) (2) and (3). The Individuals at Risk of Homelessness QP is not included in coordinated entry. In addition, coordinated entry partially includes the Persons Fleeing/Attempting to Flee QP by covering 24 CFR 91.5(4), which includes individuals fleeing domestic violence. Lastly, the Other Groups at Greatest Risk of Homelessness/Housing Instability QP is not included in coordinated entry.

Since not all components of the HOME-ARP QP definitions are covered in coordinated entry, the Consortium will require HOME-ARP-funded projects and services to use a project- or activity-specific waiting list. The Consortium will review all referral methods to ensure compliance with HOME-ARP program requirements.

**If the PJ intends to use the coordinated entry process established by the CoC, describe the method of prioritization to be used by the coordinated entry. (Optional)**

This section does not apply to the Consortium since the Consortium intends to use a project-specific waiting list for HOME-ARP projects.

**If the PJ intends to use both a coordinated entry process established by the CoC and another referral method for a project or activity, describe any method of prioritization between the two referral methods, if any. (Optional)**

The Consortium only intends to use one referral method.

# Limitations in a HOME-ARP Rental Housing or Non-Congregate Shelter Project

## Regulatory Requirements

The HUD Notice states that limiting eligibility for HOME-ARP rental housing or non-congregate shelter projects is only permitted under certain circumstances. For example, PJs may limit admission to HOME-ARP rental housing or non-congregate shelter projects to households who need specialized supportive services that are provided in such housing or non-congregate shelter. Any limitations must follow all applicable fair housing, civil rights, and nondiscrimination requirements.

### **Describe whether the PJ intends to limit eligibility for a HOME-ARP rental housing or non-congregate shelter project to a particular QP or specific subpopulation of a QP identified in section IV.A of the Notice.**

The Consortium does not intend to limit eligibility to any specific HOME-ARP QP or subpopulation for affordable rental housing projects or supportive services using HOME-ARP funds. Affordable rental housing projects and supportive services will be available to all HOME-ARP QPs.

### **If a PJ intends to implement a limitation, explain why the use of a limitation is necessary to address the unmet need or gap in benefits and services received by individuals and families in the QP or subpopulation of the QP, consistent with the PJ's needs assessment and gaps analysis.**

This section does not apply to the Consortium.

### **If a limitation was identified, describe how the PJ will address the unmet needs or gaps in benefits and services of the other QPs that are not included in the limitation through the use of HOME-ARP funds (i.e., through another of the PJ's HOME-ARP projects or activities).**

This section does not apply to the Consortium.

# HOME-ARP Refinancing Guidelines

## Regulatory Requirements

If the PJ intends to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, the PJ must state its HOME-ARP refinancing guidelines in accordance with [24 CFR 92.206\(b\)](#). The guidelines must describe the conditions under which the PJ will refinance existing debt for a HOME-ARP rental project, including the below.

**Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity.**

The Consortium does not intend to use HOME-ARP funds for this purpose.

**Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.**

The Consortium does not intend to use HOME-ARP funds for this purpose.

**State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.**

The Consortium does not intend to use HOME-ARP funds for this purpose.

**Specify the required compliance period, whether it is a minimum of 15 years or longer.**

The Consortium does not intend to use HOME-ARP funds for this purpose.

**State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.**

The Consortium does not intend to use HOME-ARP funds for this purpose.

**Other requirements in the PJ's guidelines, if applicable.**

The Consortium does not intend to use HOME-ARP funds for this purpose.

## Appendix

### Consultation Table

The following table includes the 47 organizations that provided input in the development of the HOME-ARP Allocation Plan through the consultation sessions and online stakeholder survey. The organization types were determined either by the organization types selected by the respondent(s) affiliated with an organization in the stakeholder survey or by Consortium staff based on their understanding of the services provided by the organization. Likewise, the QPs served were determined by the QPs indicated by the respondent(s) affiliated with an organization in the stakeholder survey or by Consortium staff based on their understanding of the individuals served by the organization.

The Consultation Table uses the following abbreviations for organization type and QP served.

Abbreviation	Definition
<b>CoC</b>	Continuum of Care lead agency
<b>CR-FH-D</b>	Civil rights, fair housing, and/or disabilities service provider or organization
<b>D</b>	Affordable housing developer
<b>DV-SA-HT</b>	Domestic violence, sexual assault, stalking, dating violence, and/or human trafficking services provider
<b>HS</b>	Homeless services provider
<b>O</b>	Other
<b>PA</b>	Public agency addressing the needs of the QPs
<b>PHA</b>	Public housing authority/agency
<b>SS</b>	Supportive services provider
<b>V</b>	Veterans Services Provider



Abbreviation	QP
<b>QP1</b>	Individuals experiencing homelessness
<b>QP2</b>	Individuals at risk of homelessness
<b>QP3</b>	Persons fleeing or attempting to flee domestic violence, sexual assault, dating violence, stalking, or human trafficking
<b>QP4</b>	Other populations at greatest risk of homelessness or housing instability

### Consultation Table

#	Organization Name	Organization Type	QPs Served	Participated in:	
				Session	Survey
1	<b>2-1-1 Brevard</b>	SS, O	QP1, QP2, QP3, QP4	X	X
2	<b>Aging Matters</b>	CR-FH-D	QP2, QP4	X	
3	<b>Arise International Ministry</b>	O	QP1	X	
4	<b>Brevard Alzheimer's Foundation</b>	CR-FH-D, SS, V, O	QP3		X
5	<b>Brevard County</b>	PA, SS	QP2, QP4	X	X
6	<b>Brevard County Public Schools</b>	PA, O	QP1, QP2, QP3, QP4		X
7	<b>Brevard Family Partnership</b>	SS	QP1, QP2	X	X
8	<b>Brevard Health Alliance</b>	O	QP2, QP4	X	
9	<b>Brevard Homeless Coalition (Palm Bay, Melbourne, Brevard County CoC (FL-513))</b>	CoC, HS, SS	QP1, QP2, QP3, QP4	X	X
10	<b>CareerSource Brevard</b>	SS, O	QP2, QP4	X	
11	<b>Carrfour Supportive Housing</b>	D	QP1, QP2, QP3, QP4		X
12	<b>Catholic Charities of Central Florida</b>	SS, O	QP1, QP2, QP3, QP4	X	X
13	<b>Central Brevard Sharing Center</b>	SS	QP1	X	
14	<b>Central Florida Cares Health System</b>	SS, O	QP1	X	
15	<b>Christ Is the Answer Rescue Mission</b>	HS, SS	QP1, QP4		X
16	<b>Circles of Care</b>	HS, SS, CR-FH-D, PA	QP1, QP2, QP4		X

#	Organization Name	Organization Type	QPs Served	Participated in:	
				Session	Survey
17	City of Cocoa	PA, SS	QP2, QP4	X	
18	City of Melbourne	PA, SS	QP1, QP2, QP3, QP4	X	X
19	City of Palm Bay	PA, SS	QP2, QP4	X	
20	City of Titusville	PA, SS	QP1, QP2, QP4	X	X
21	Cocoa Housing Authority	PHA, D, HS	QP1, QP2, QP3, QP4		X
22	Community of Hope	HS, SS, D, DV-SA-HT	QP1, QP2	X	X
23	Crosswinds Youth Services, Inc.	HS, SS	QP1	X	
24	Daily Bread	HS, SS	QP1	X	X
25	Eckerd Connects	SS	QP1	X	
26	Family Promise of Brevard	HS	QP1, QP2, QP4	X	X
27	Florida Department of Children and Families	PA, SS, DV-SA-HT, O	QP1, QP2, QP3, QP4	X	X
28	Florida Department of Health	PA, SS, O	QP2, QP4	X	
29	Florida Department of Veteran Affairs	PA, SS, V	QP1, QP2, QP4	X	
30	Genesis House	HS, SS	QP1	X	X
31	Health Council of East Central Florida	O	QP4	X	
32	Helps Community Initiatives, Inc.	HS, SS, O	QP1, QP2		X
33	Housing Authority of Brevard County & Melbourne Housing Authority	PHA, D	QP1, QP2, QP3, QP4	X	X
34	Housing Authority of the City of Titusville	PHA, D	QP1, QP2, QP3, QP4		X
35	Housing for Homeless	HS, SS, D, V	QP1, QP2, QP3, QP4	X	X
36	Life Recaptured, Inc.	HS, SS, DV-SA-HT	QP1, QP3		X
37	Mosaic Church Palm Bay	O	QP1	X	

#	Organization Name	Organization Type	QPs Served	Participated in:	
				Session	Survey
38	North Brevard Charities	HS, SS, PA, D, O	QP1, QP2, QP3, QP4	X	X
39	Open Door Concierge Services, Inc.	HS, SS, DV-SA-HT, CR-FH-D	QP1, QP2, QP3, QP4		X
40	Serene Harbor	DV-SA-HT, SS	QP1, QP2, QP3	X	X
41	South Brevard Sharing Center	SS	QP1, QP2, QP3, QP4		X
42	Space Coast Health Centers	O	QP1, QP2		X
43	Space Coast Health Foundation	SS, O	QP2, QP4	X	
44	United Way of Brevard	SS	QP1, QP2, QP3, QP4	X	
45	Volunteers of America Florida	SS	QP1, QP2, QP4	X	
46	Ways for Life (formerly “Ready for Life Brevard”)	HS, SS	QP1, QP2, QP3, QP4	X	
47	Women’s Center of Brevard	SS, DV-SA-HT	QP3		X

## Acronyms

Acronym	Definition
<b>AMI</b>	Area Median Income
<b>CDBG</b>	Community Development Block Grant
<b>CHAS</b>	Comprehensive Housing Affordability Strategy
<b>CoC</b>	Continuum of Care
<b>ES</b>	Emergency Shelter
<b>ELI</b>	Extremely Low-Income
<b>HAMFI</b>	HUD-Adjusted Median Family Income
<b>HMIS</b>	Homeless Management Information System
<b>HOME</b>	HOME Investment Partnerships Program
<b>HOME-ARP</b>	HOME American Rescue Plan Program
<b>HUD</b>	U.S. Department of Housing and Urban Development
<b>PHA</b>	Public Housing Authority/Agency
<b>PIT</b>	Point-in-Time
<b>PJ</b>	HOME Participating Jurisdiction
<b>PSH</b>	Permanent Supportive Housing
<b>QP</b>	Qualifying Populations
<b>SH</b>	Safe Haven
<b>TH</b>	Transitional Housing
<b>VLI</b>	Very Low-Income

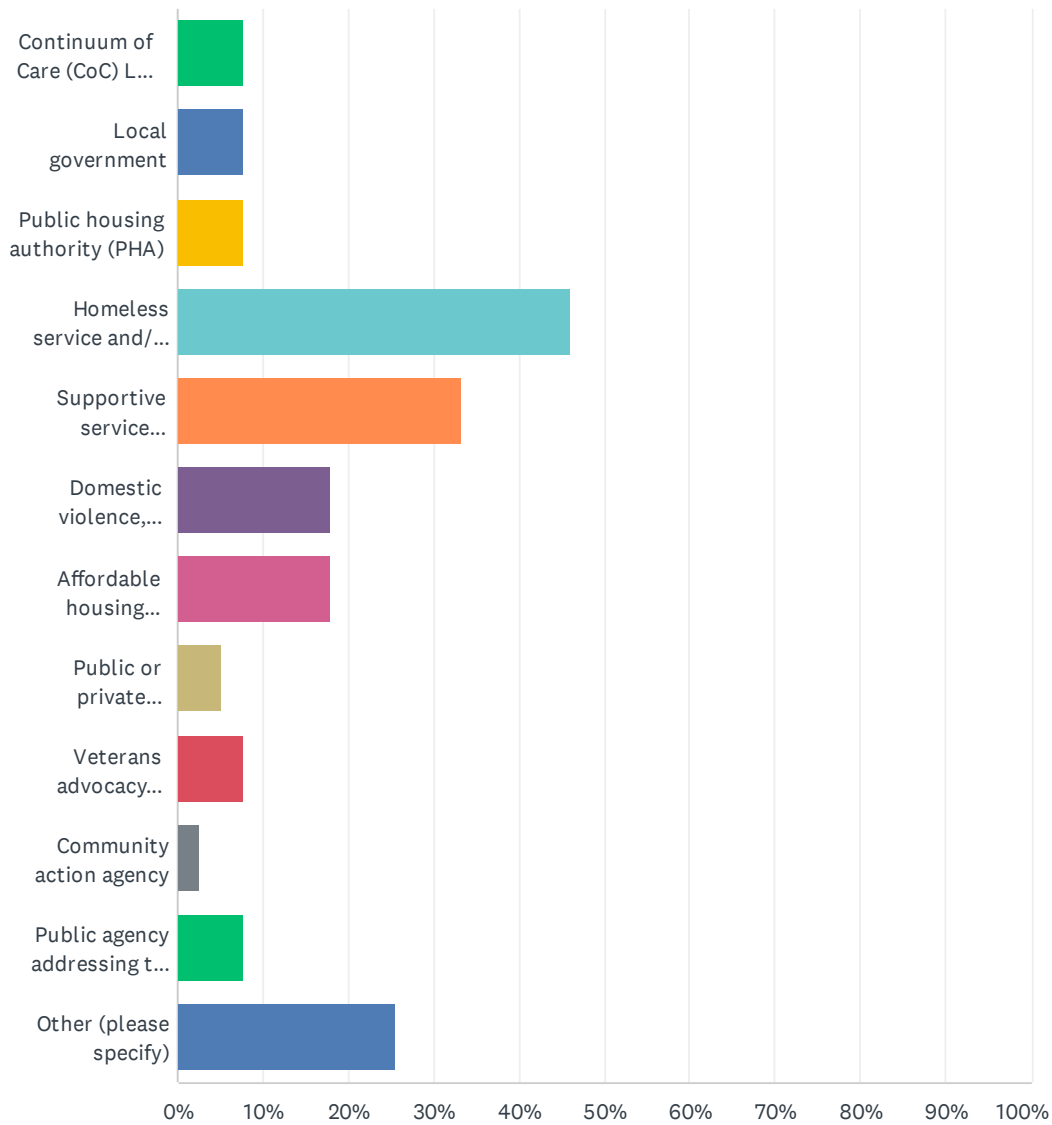
## **Public Participation Supporting Documentation**

This section of the Allocation Plan will be updated following the end of the public comment period.

## Stakeholder Survey Summary Multiple Choice Results

## Q2 What type of organization do you work for? (Check all that apply)

Answered: 39 Skipped: 0



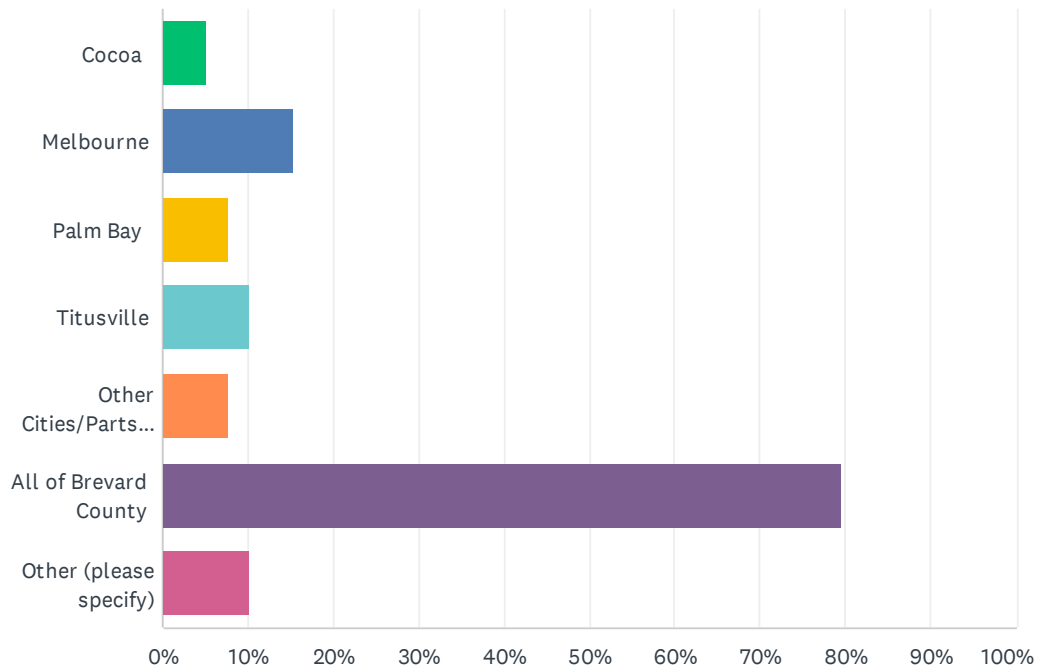
# Brevard County HOME Consortium HOME-ARP Stakeholder Survey

ANSWER CHOICES	RESPONSES	
Continuum of Care (CoC) Lead Agency	7.69%	3
Local government	7.69%	3
Public housing authority (PHA)	7.69%	3
Homeless service and/or shelter provider	46.15%	18
Supportive service provider	33.33%	13
Domestic violence, dating violence, sexual assault, stalking, or human trafficking services provider	17.95%	7
Affordable housing developer	17.95%	7
Public or private organization addressing the civil rights, fair housing, and/or the needs of persons with disabilities	5.13%	2
Veterans advocacy organization or services provider	7.69%	3
Community action agency	2.56%	1
Public agency addressing the needs of the qualifying populations	7.69%	3
Other (please specify)	25.64%	10
Total Respondents: 39		



### Q3 Which area(s) does your organization serve? (Check all that apply)

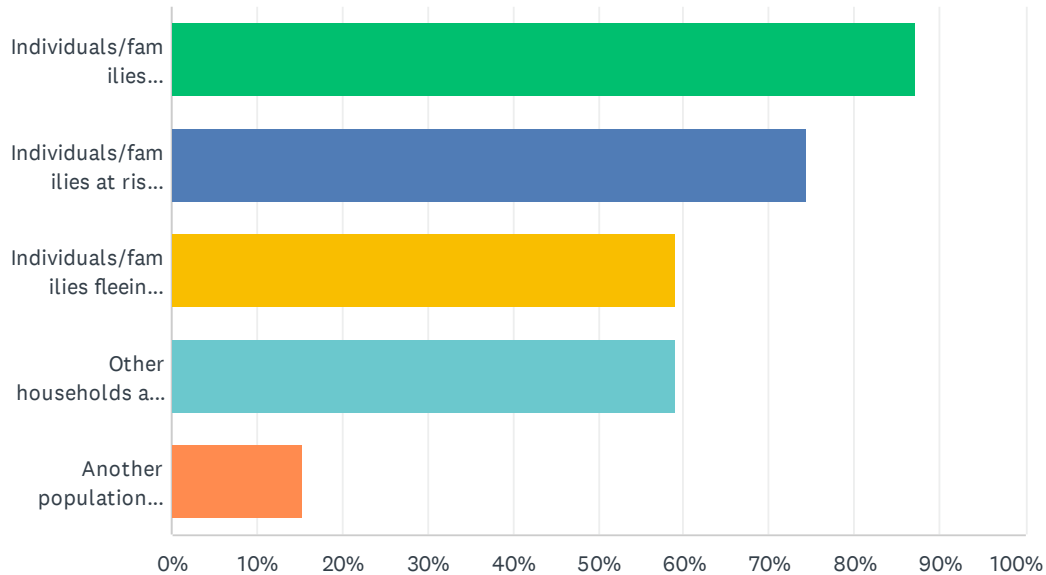
Answered: 39   Skipped: 0



ANSWER CHOICES	RESPONSES	
Cocoa	5.13%	2
Melbourne	15.38%	6
Palm Bay	7.69%	3
Titusville	10.26%	4
Other Cities/Parts of Brevard County	7.69%	3
All of Brevard County	79.49%	31
Other (please specify)	10.26%	4
Total Respondents: 39		

## Q4 What HOME-ARP qualifying population(s) does your organization primarily serve? (Check all that apply)

Answered: 39 Skipped: 0

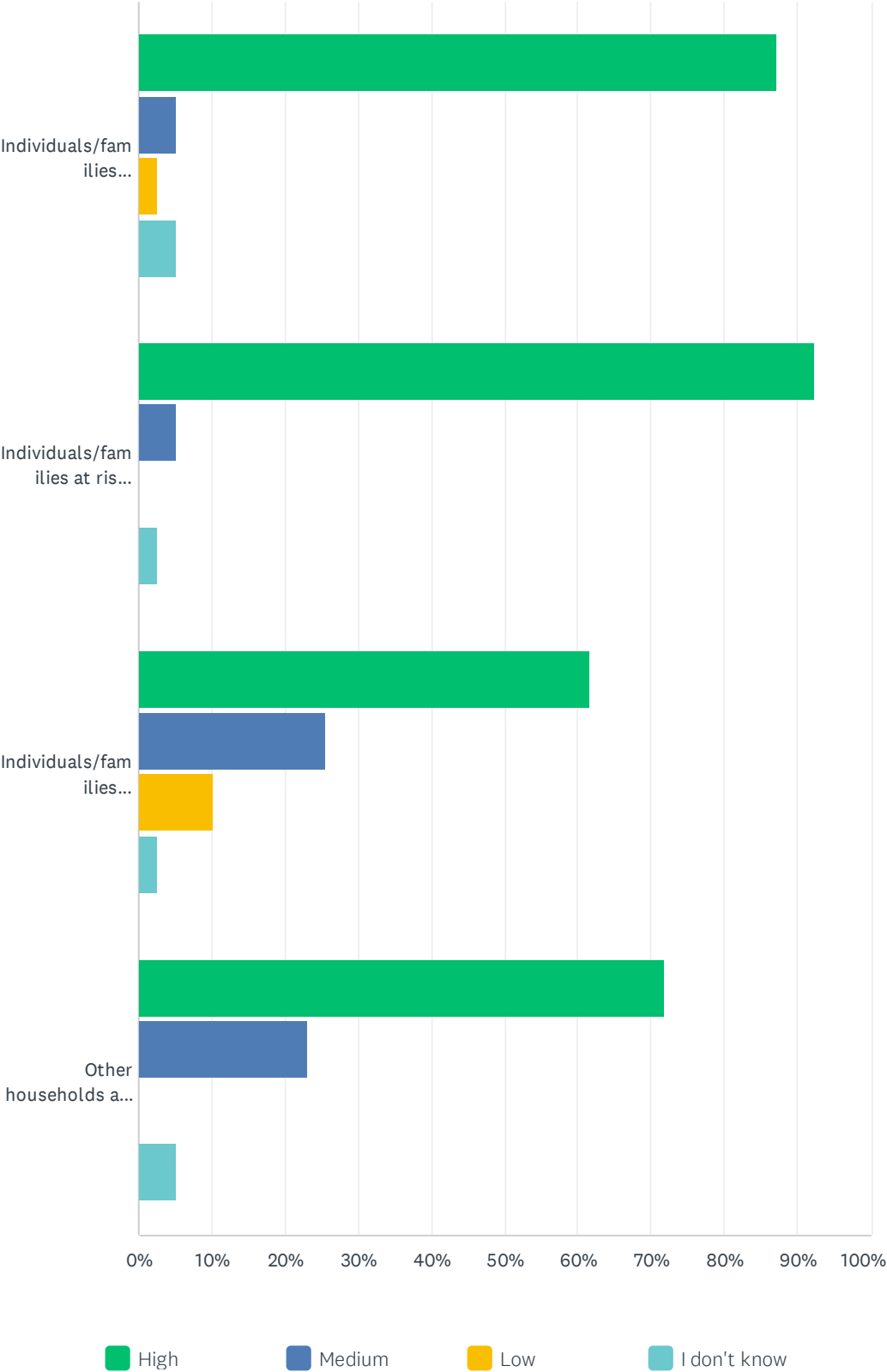


ANSWER CHOICES	RESPONSES	
Individuals/families experiencing homeless	87.18%	34
Individuals/families at risk of homelessness	74.36%	29
Individuals/families fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking	58.97%	23
Other households at risk of housing instability (as defined by HUD)	58.97%	23
Another population (please specify)	15.38%	6
Total Respondents: 39		

Q5 How would you describe the overall level of need for each HOME-ARP qualifying population using a scale of High, Medium, and Low?

Answered: 39 Skipped: 0

Brevard County HOME Consortium HOME-ARP Stakeholder Survey

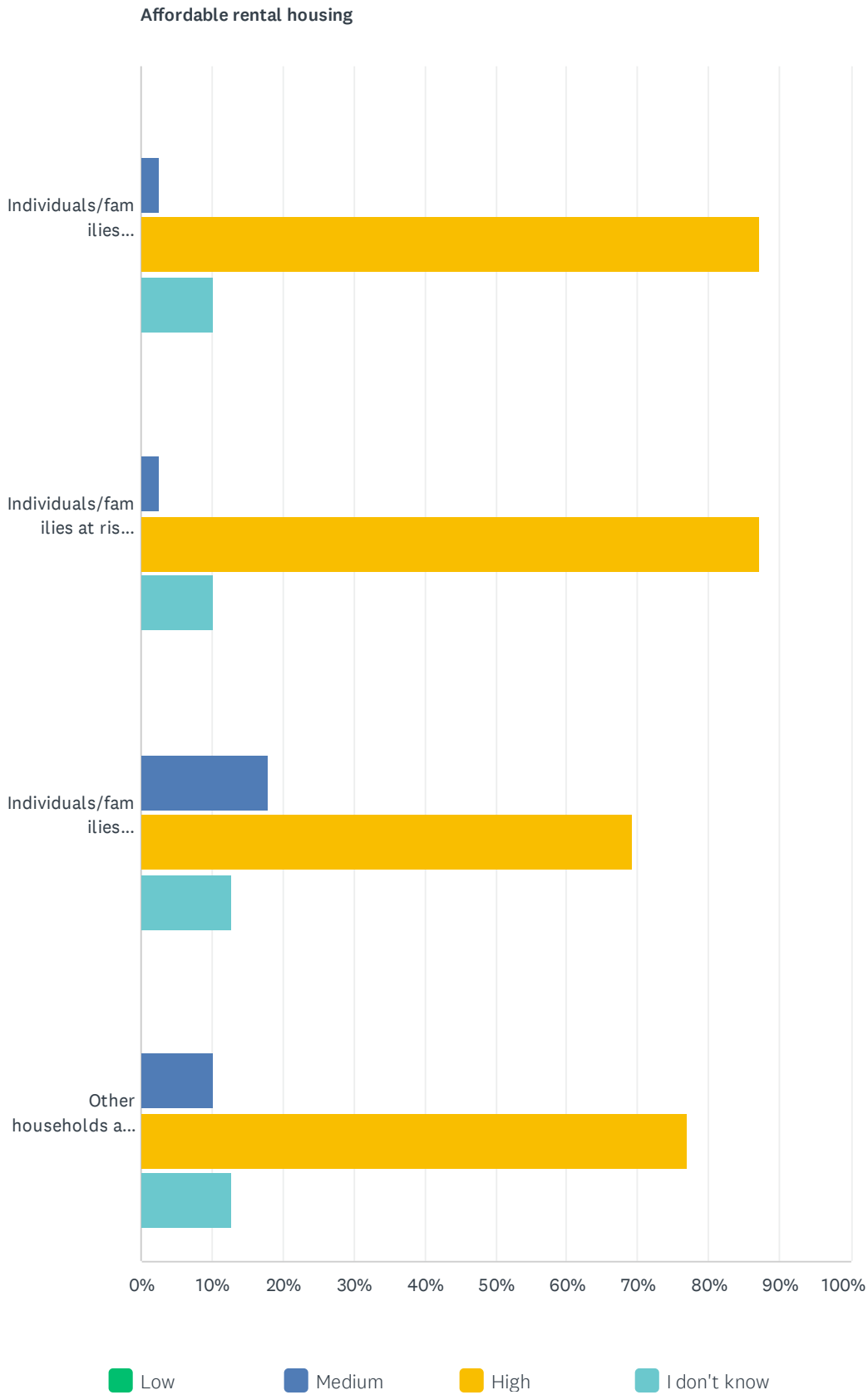


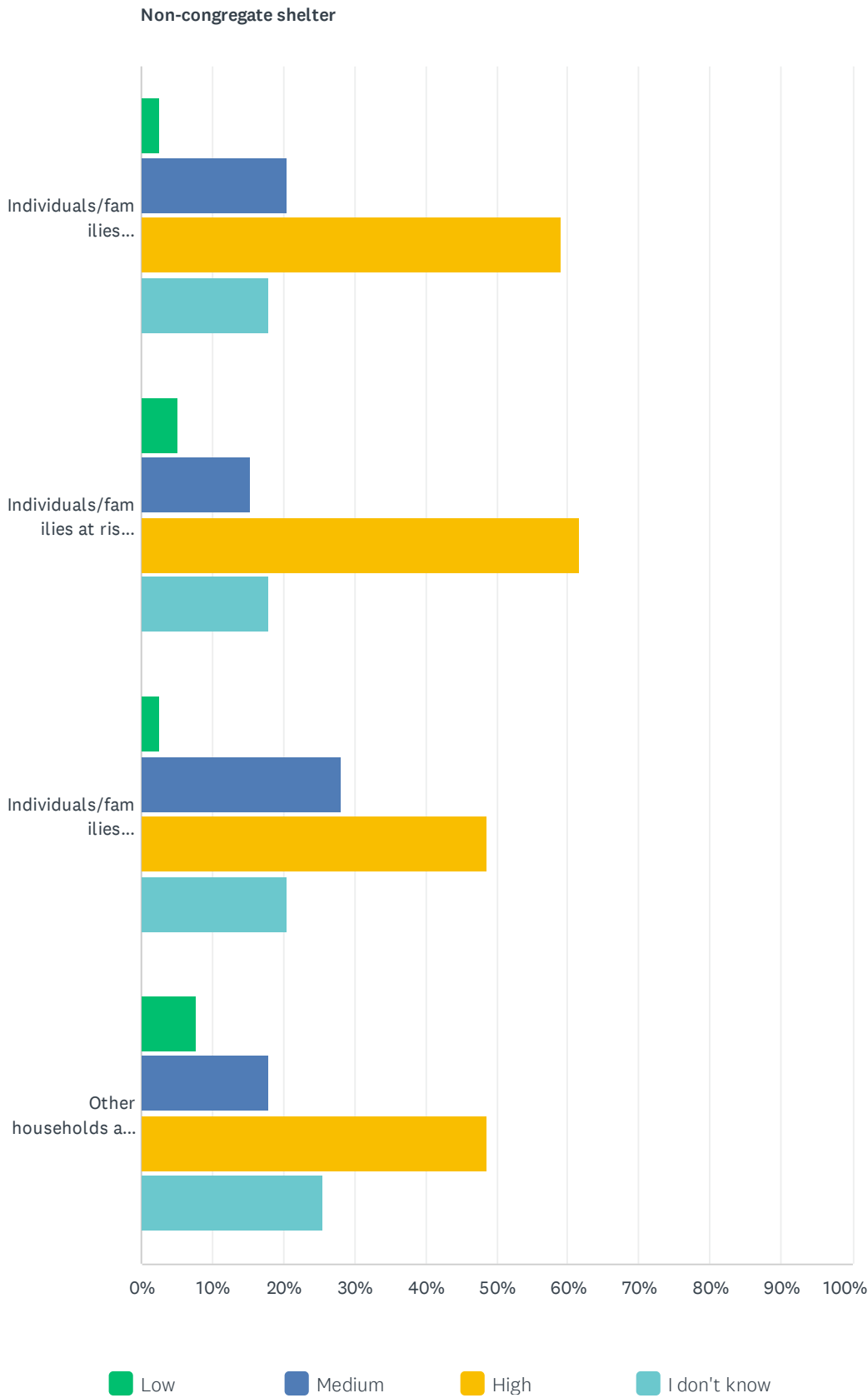
# Brevard County HOME Consortium HOME-ARP Stakeholder Survey

	HIGH	MEDIUM	LOW	I DON'T KNOW	TOTAL	WEIGHTED AVERAGE
Individuals/families experiencing homelessness	87.18% 34	5.13% 2	2.56% 1	5.13% 2	39	1.11
Individuals/families at risk of homelessness	92.31% 36	5.13% 2	0.00% 0	2.56% 1	39	1.05
Individuals/families fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking	61.54% 24	25.64% 10	10.26% 4	2.56% 1	39	1.47
Other households at risk of housing instability (as defined by HUD)	71.79% 28	23.08% 9	0.00% 0	5.13% 2	39	1.24

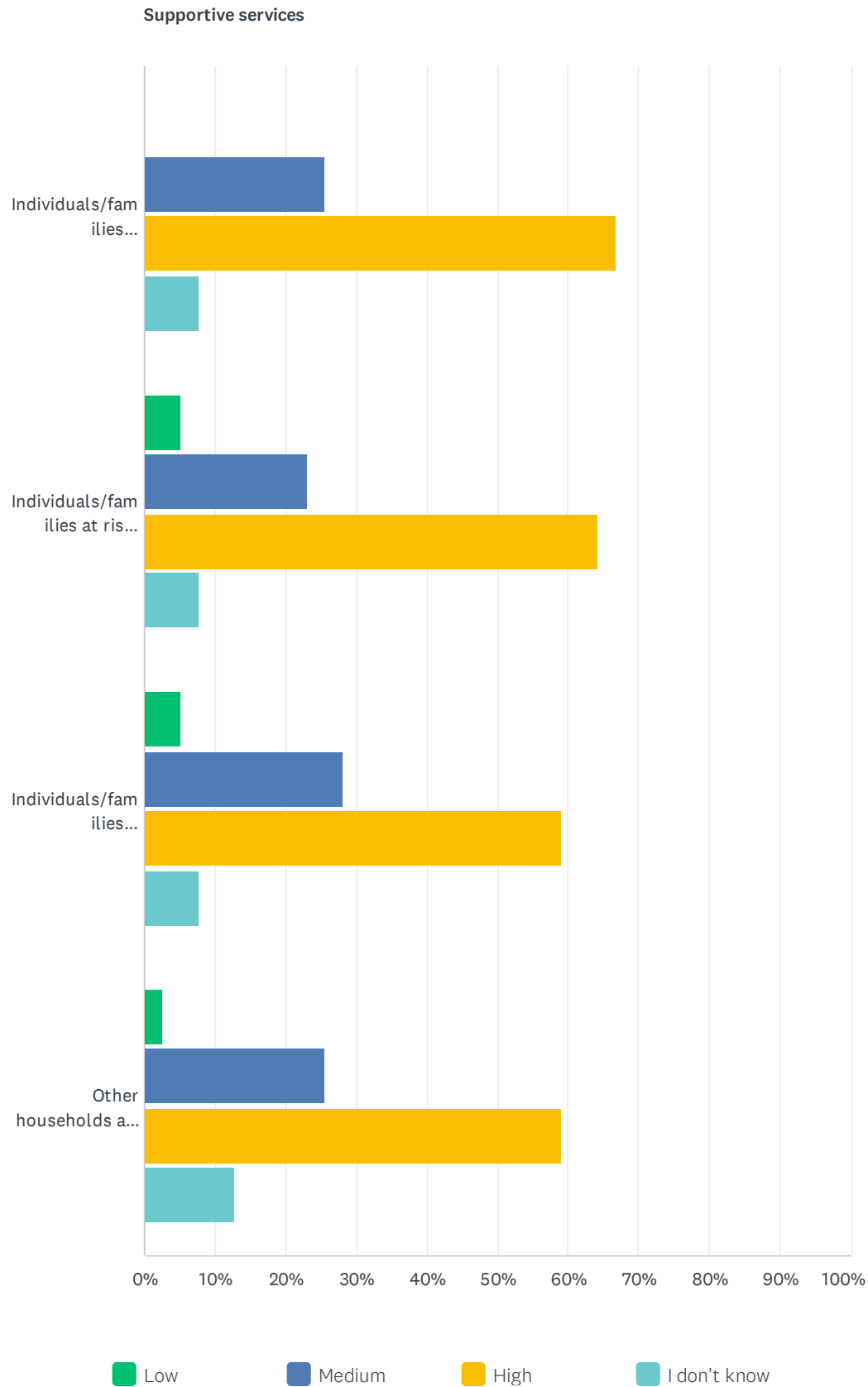
Q6 What are the unmet needs for the following eligible activities for each of the HOME-ARP qualifying populations using a scale of High, Medium, and Low? Notes: 1. Non-congregate shelters generally include one bathroom for each bedroom 2. HOME-ARP supportive services can include one-time move-in financial assistance and short- to medium-term rental assistance.

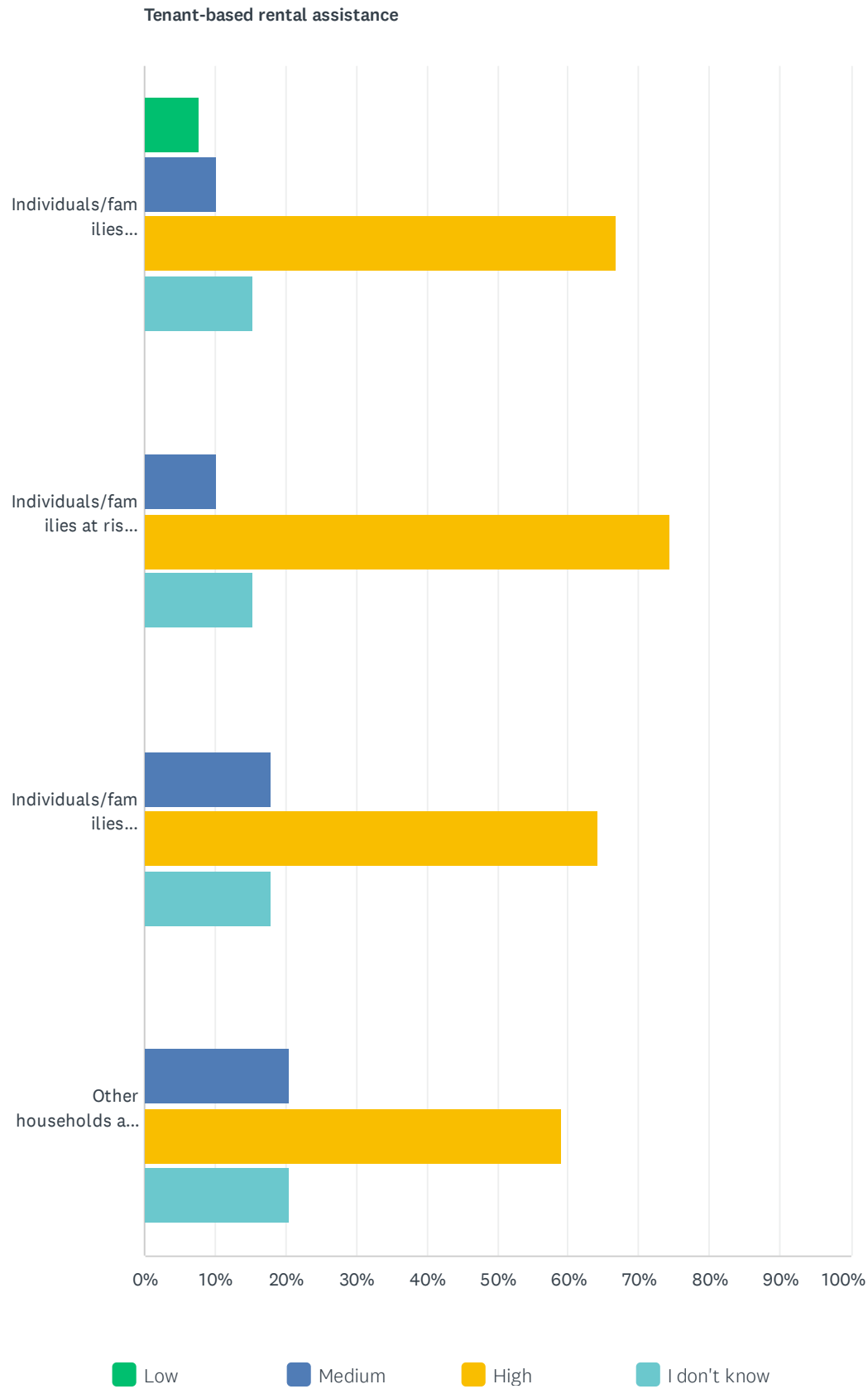
Answered: 39 Skipped: 0









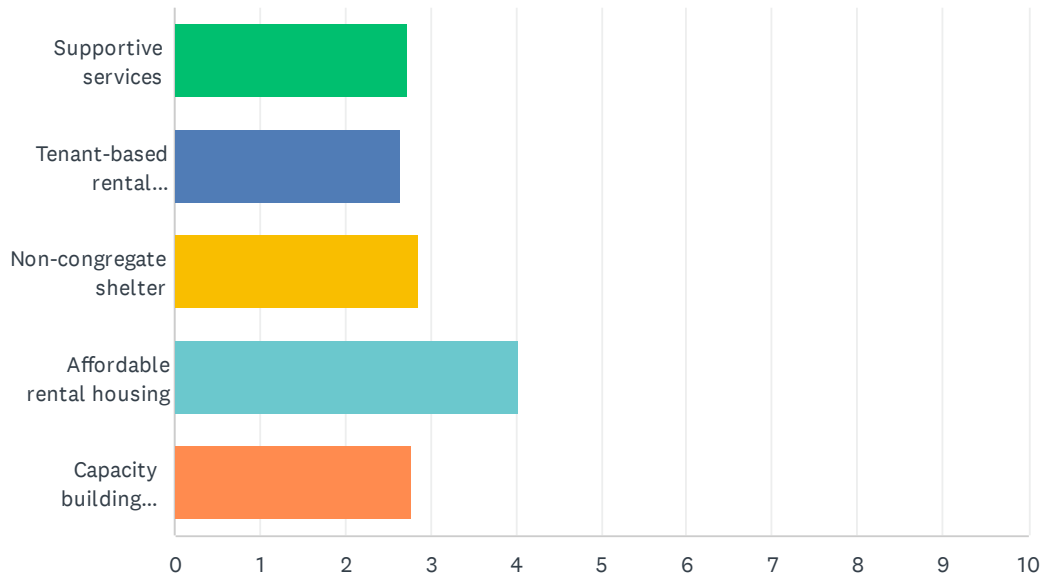


Brevard County HOME Consortium HOME-ARP Stakeholder Survey

Affordable rental housing					
	LOW	MEDIUM	HIGH	I DON'T KNOW	TOTAL
Individuals/families experiencing homelessness	0.00% 0	2.56% 1	87.18% 34	10.26% 4	39
Individuals/families at risk of homelessness	0.00% 0	2.56% 1	87.18% 34	10.26% 4	39
Individuals/families fleeing/attempting to flee domestic violence, dating violence, stalking, sexual assault, or human trafficking	0.00% 0	17.95% 7	69.23% 27	12.82% 5	39
Other households at risk of housing instability (as defined by HUD)	0.00% 0	10.26% 4	76.92% 30	12.82% 5	39
Non-congregate shelter					
	LOW	MEDIUM	HIGH	I DON'T KNOW	TOTAL
Individuals/families experiencing homelessness	2.56% 1	20.51% 8	58.97% 23	17.95% 7	39
Individuals/families at risk of homelessness	5.13% 2	15.38% 6	61.54% 24	17.95% 7	39
Individuals/families fleeing/attempting to flee domestic violence, dating violence, stalking, sexual assault, or human trafficking	2.56% 1	28.21% 11	48.72% 19	20.51% 8	39
Other households at risk of housing instability (as defined by HUD)	7.69% 3	17.95% 7	48.72% 19	25.64% 10	39
Supportive services					
	LOW	MEDIUM	HIGH	I DON'T KNOW	TOTAL
Individuals/families experiencing homelessness	0.00% 0	25.64% 10	66.67% 26	7.69% 3	39
Individuals/families at risk of homelessness	5.13% 2	23.08% 9	64.10% 25	7.69% 3	39
Individuals/families fleeing/attempting to flee domestic violence, dating violence, stalking, sexual assault, or human trafficking	5.13% 2	28.21% 11	58.97% 23	7.69% 3	39
Other households at risk of housing instability (as defined by HUD)	2.56% 1	25.64% 10	58.97% 23	12.82% 5	39
Tenant-based rental assistance					
	LOW	MEDIUM	HIGH	I DON'T KNOW	TOTAL
Individuals/families experiencing homelessness	7.69% 3	10.26% 4	66.67% 26	15.38% 6	39
Individuals/families at risk of homelessness	0.00% 0	10.26% 4	74.36% 29	15.38% 6	39
Individuals/families fleeing/attempting to flee domestic violence, dating violence, stalking, sexual assault, or human trafficking	0.00% 0	17.95% 7	64.10% 25	17.95% 7	39
Other households at risk of housing instability (as defined by HUD)	0.00% 0	20.51% 8	58.97% 23	20.51% 8	39

## Q7 How would you prioritize the use of HOME-ARP funds among the following eligible activities? Please rank the following with a 1 as the highest priority.

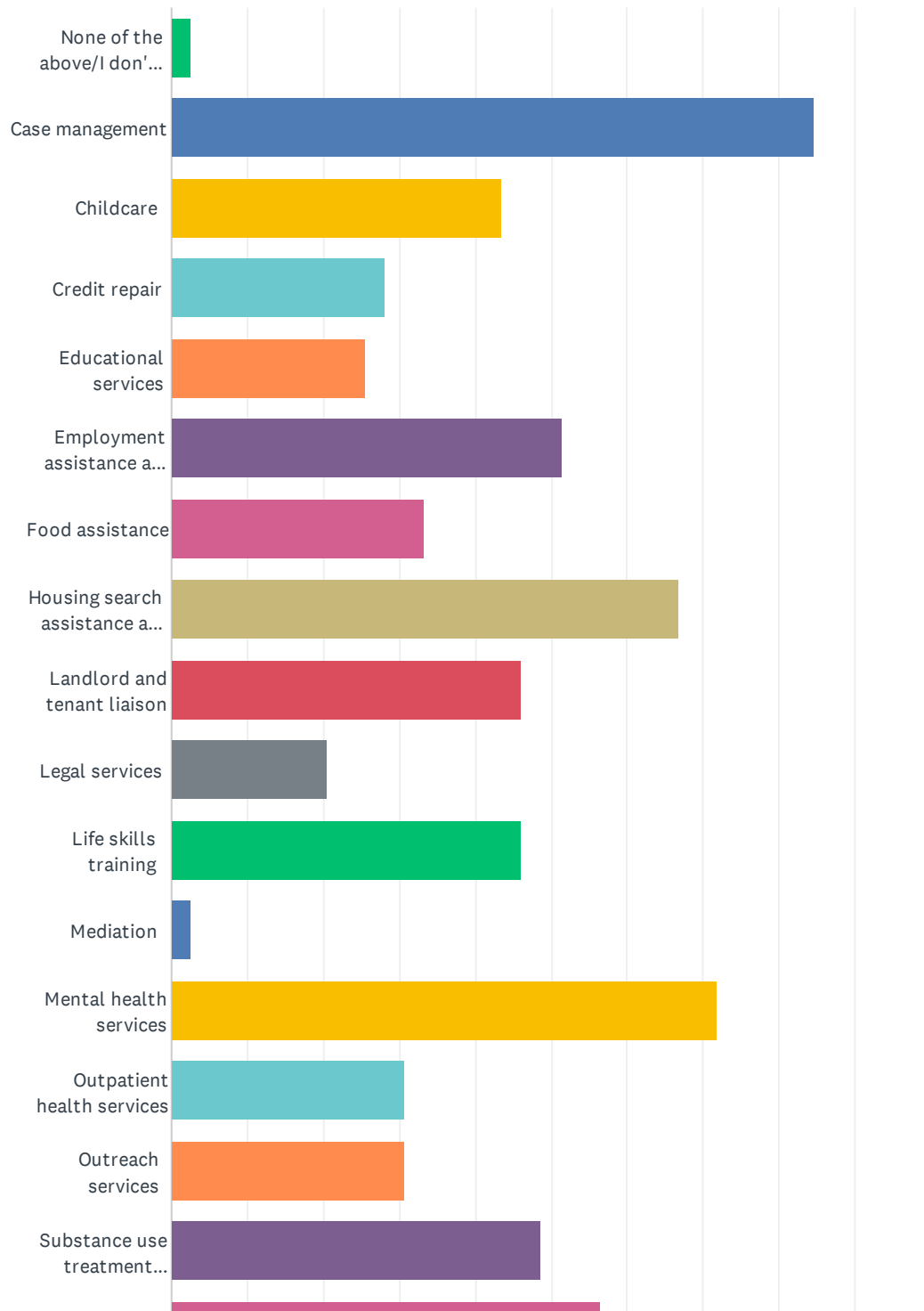
Answered: 39 Skipped: 0



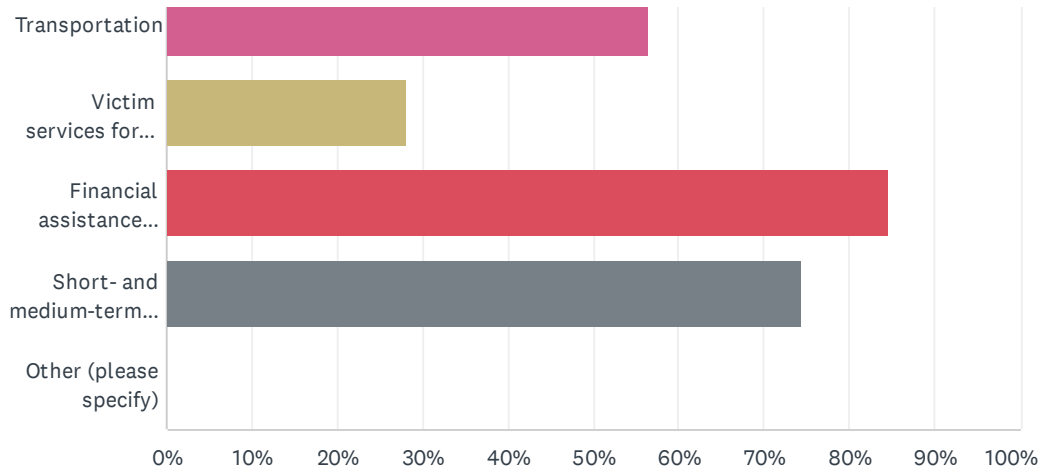
	1	2	3	4	5	TOTAL	SCORE
Supportive services	12.82% 5	17.95% 7	20.51% 8	25.64% 10	23.08% 9	39	2.72
Tenant-based rental assistance	5.13% 2	25.64% 10	23.08% 9	20.51% 8	25.64% 10	39	2.64
Non-congregate shelter	15.38% 6	12.82% 5	30.77% 12	23.08% 9	17.95% 7	39	2.85
Affordable rental housing	51.28% 20	20.51% 8	15.38% 6	5.13% 2	7.69% 3	39	4.03
Capacity building supports for shelter, services, and/or housing providers	15.38% 6	23.08% 9	10.26% 4	25.64% 10	25.64% 10	39	2.77

Q8 For individuals/families experiencing homelessness, which of the following HOME-ARP supportive services are needed the most?\*Note: Check all that apply. Selections will be ranked in next question. If you do not know which services this population needs, please select "None of the above/I don't know."\*

Answered: 39 Skipped: 0



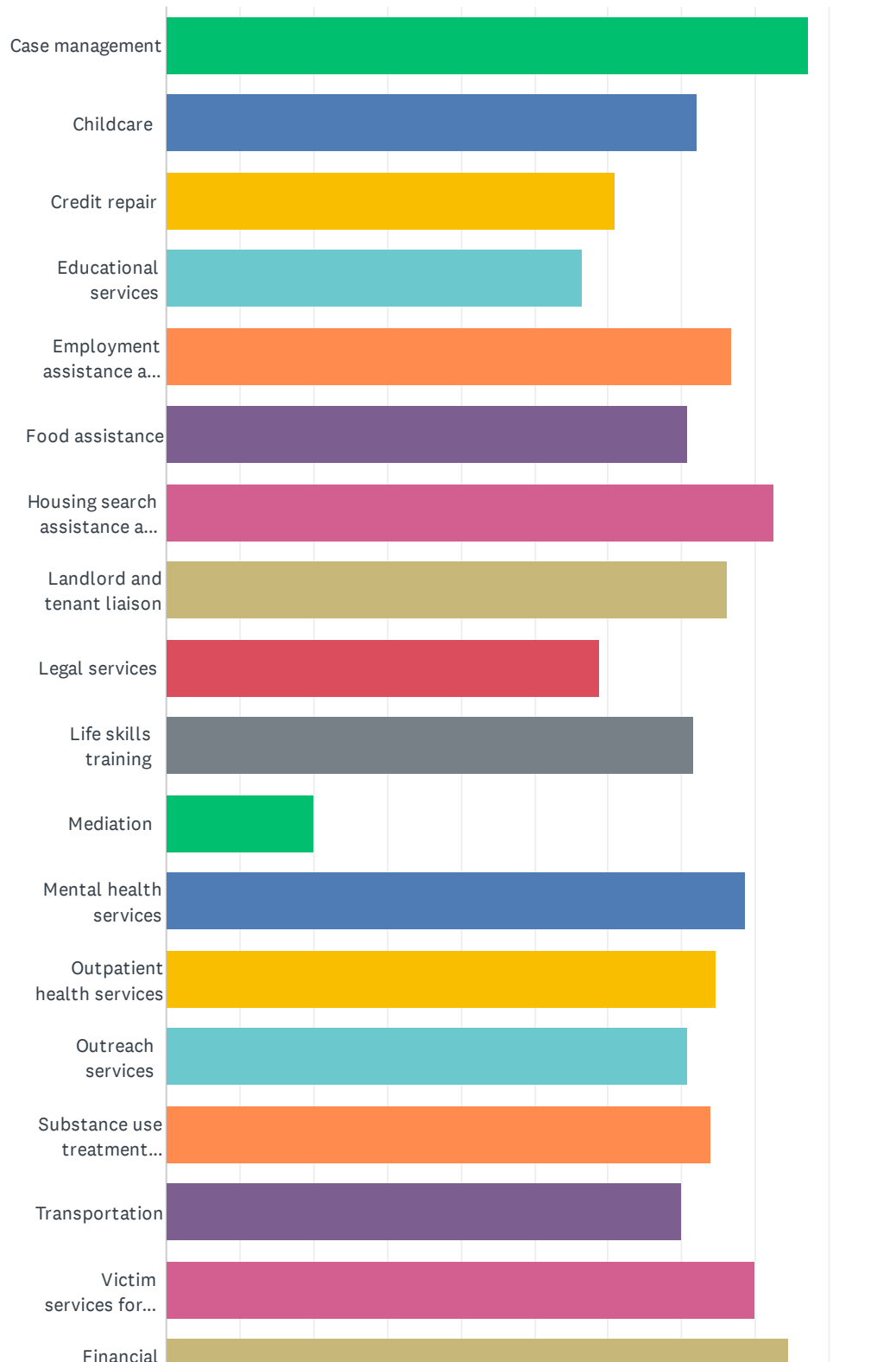
## Brevard County HOME Consortium HOME-ARP Stakeholder Survey



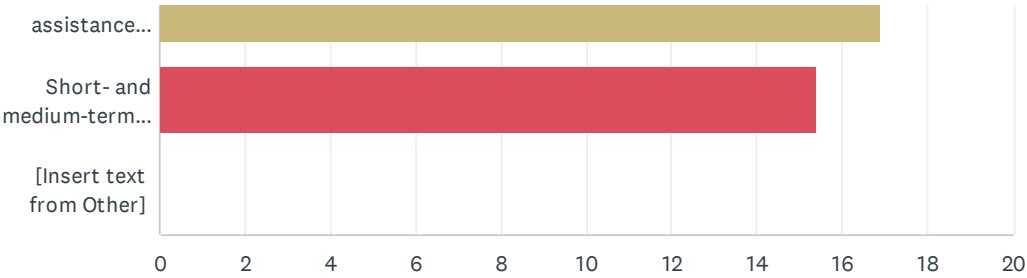
ANSWER CHOICES	RESPONSES	
None of the above/I don't know	2.56%	1
Case management	84.62%	33
Childcare	43.59%	17
Credit repair	28.21%	11
Educational services	25.64%	10
Employment assistance and job training	51.28%	20
Food assistance	33.33%	13
Housing search assistance and counseling	66.67%	26
Landlord and tenant liaison	46.15%	18
Legal services	20.51%	8
Life skills training	46.15%	18
Mediation	2.56%	1
Mental health services	71.79%	28
Outpatient health services	30.77%	12
Outreach services	30.77%	12
Substance use treatment services	48.72%	19
Transportation	56.41%	22
Victim services for persons fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking	28.21%	11
Financial assistance costs including first month's rent, deposit, utilities, arrears, moving costs, and application fees	84.62%	33
Short- and medium-term rental assistance	74.36%	29
Other (please specify)	0.00%	0
Total Respondents: 39		

## Q9 Based on the supportive services selected, how would you rank the need for these services for individuals/families experiencing homelessness?

Answered: 38 Skipped: 1



Brevard County HOME Consortium HOME-ARP Stakeholder Survey





# Brevard County HOME Consortium HOME-ARP Stakeholder Survey

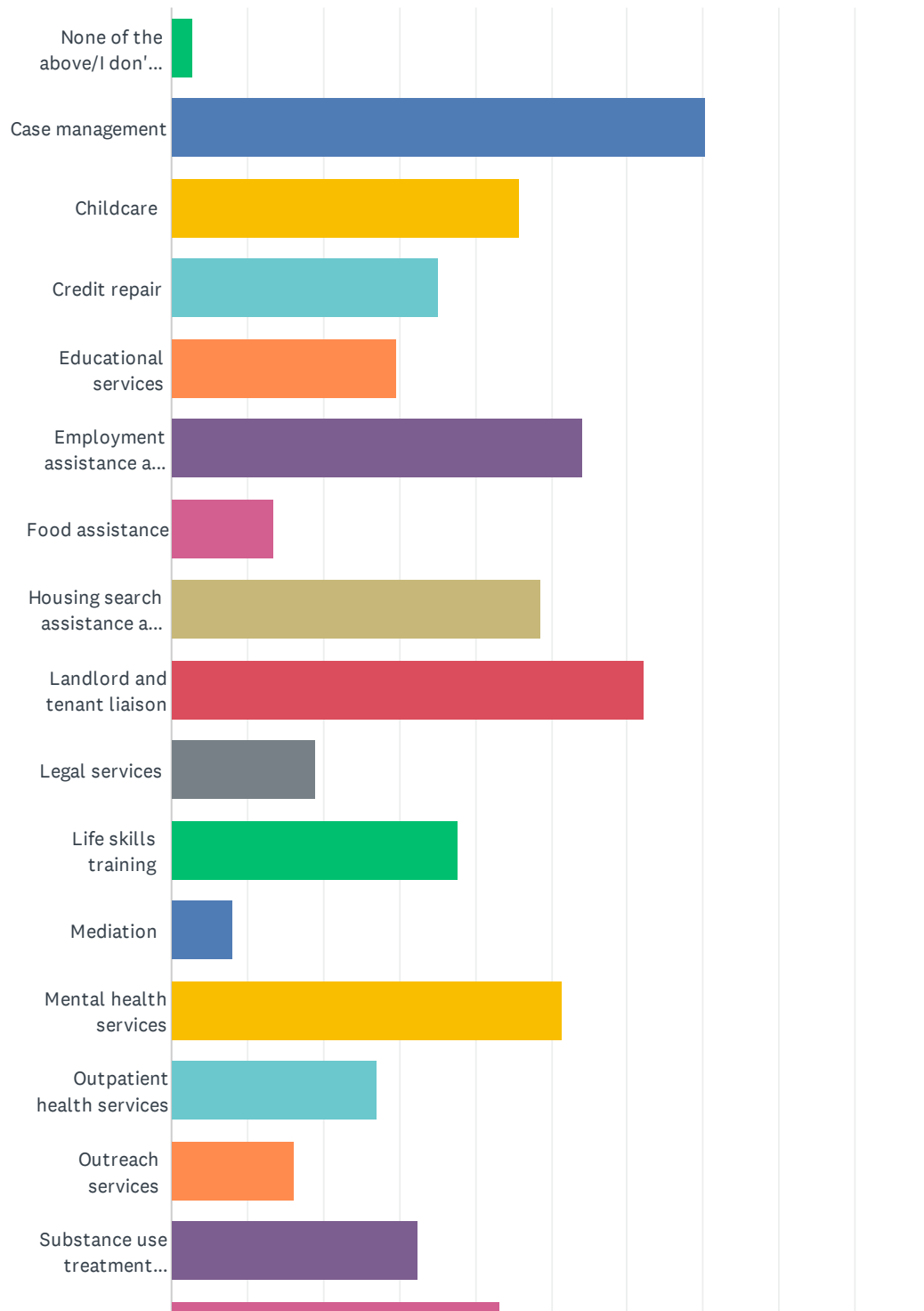
	1	2	3	4	5	6	7	8	9	10	11
Case management	27.27% 9	12.12% 4	24.24% 8	9.09% 3	6.06% 2	3.03% 1	6.06% 2	9.09% 3	0.00% 0	3.03% 1	0.00
Childcare	0.00% 0	5.88% 1	17.65% 3	11.76% 2	11.76% 2	0.00% 0	11.76% 2	5.88% 1	11.76% 2	11.76% 2	5.88
Credit repair	0.00% 0	0.00% 0	0.00% 0	9.09% 1	9.09% 1	9.09% 1	9.09% 1	9.09% 1	9.09% 1	18.18% 2	9.09
Educational services	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	30.00% 3	0.00% 0	10.00% 1	10.00% 1	10.00% 1	20.00
Employment assistance and job training	5.00% 1	5.00% 1	10.00% 2	15.00% 3	15.00% 3	15.00% 3	15.00% 3	5.00% 1	5.00% 1	5.00% 1	5.00
Food assistance	7.69% 1	7.69% 1	7.69% 1	0.00% 0	7.69% 1	15.38% 2	15.38% 2	15.38% 2	0.00% 0	7.69% 1	0.00
Housing search assistance and counseling	19.23% 5	19.23% 5	11.54% 3	19.23% 5	3.85% 1	3.85% 1	7.69% 2	3.85% 1	3.85% 1	0.00% 0	0.00
Landlord and tenant liaison	5.56% 1	11.11% 2	11.11% 2	11.11% 2	22.22% 4	5.56% 1	0.00% 0	5.56% 1	16.67% 3	0.00% 0	0.00
Legal services	0.00% 0	0.00% 0	12.50% 1	0.00% 0	12.50% 1	0.00% 0	12.50% 1	12.50% 1	12.50% 1	0.00% 0	12.50
Life skills training	0.00% 0	11.11% 2	0.00% 0	16.67% 3	11.11% 2	16.67% 3	0.00% 0	22.22% 4	5.56% 1	11.11% 2	0.00
Mediation	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00
Mental health services	10.71% 3	10.71% 3	14.29% 4	17.86% 5	14.29% 4	3.57% 1	10.71% 3	3.57% 1	0.00% 0	0.00% 0	7.14
Outpatient health services	8.33% 1	0.00% 0	8.33% 1	8.33% 1	16.67% 2	16.67% 2	8.33% 1	16.67% 2	0.00% 0	16.67% 2	0.00
Outreach services	8.33% 1	8.33% 1	0.00% 0	16.67% 2	16.67% 2	8.33% 1	0.00% 0	0.00% 0	16.67% 2	0.00% 0	8.33
Substance use treatment services	5.26% 1	10.53% 2	15.79% 3	10.53% 2	10.53% 2	10.53% 2	5.26% 1	0.00% 0	15.79% 3	0.00% 0	0.00
Transportation	9.09% 2	0.00% 0	9.09% 2	9.09% 2	13.64% 3	9.09% 2	13.64% 3	0.00% 0	9.09% 2	9.09% 2	0.00
Victim services for persons fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking	20.00% 2	0.00% 0	20.00% 2	0.00% 0	10.00% 1	10.00% 1	10.00% 1	30.00% 3	0.00% 0	0.00% 0	0.00
Financial assistance costs including first month's rent, deposit, utilities, arrears, moving	30.30% 10	21.21% 7	9.09% 3	0.00% 0	3.03% 1	12.12% 4	9.09% 3	6.06% 2	3.03% 1	0.00% 0	0.00

Brevard County HOME Consortium HOME-ARP Stakeholder Survey

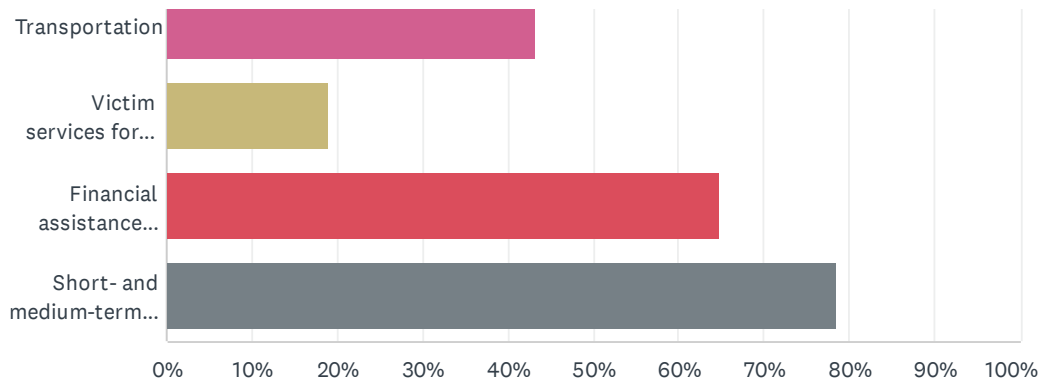
costs, and application fees											
Short- and medium-term rental assistance	3.45% 1	27.59% 8	3.45% 1	13.79% 4	6.90% 2	6.90% 2	13.79% 4	6.90% 2	6.90% 2	0.00% 0	3.45
[Insert text from Other]	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00

Q10 For individuals/families at risk of homelessness, which of the following HOME-ARP supportive services are needed the most?\*Note: Check all that apply. Selections will be ranked in next question. If you do not know which services this population needs, please select "None of the above/I don't know."\*

Answered: 37 Skipped: 2



## Brevard County HOME Consortium HOME-ARP Stakeholder Survey

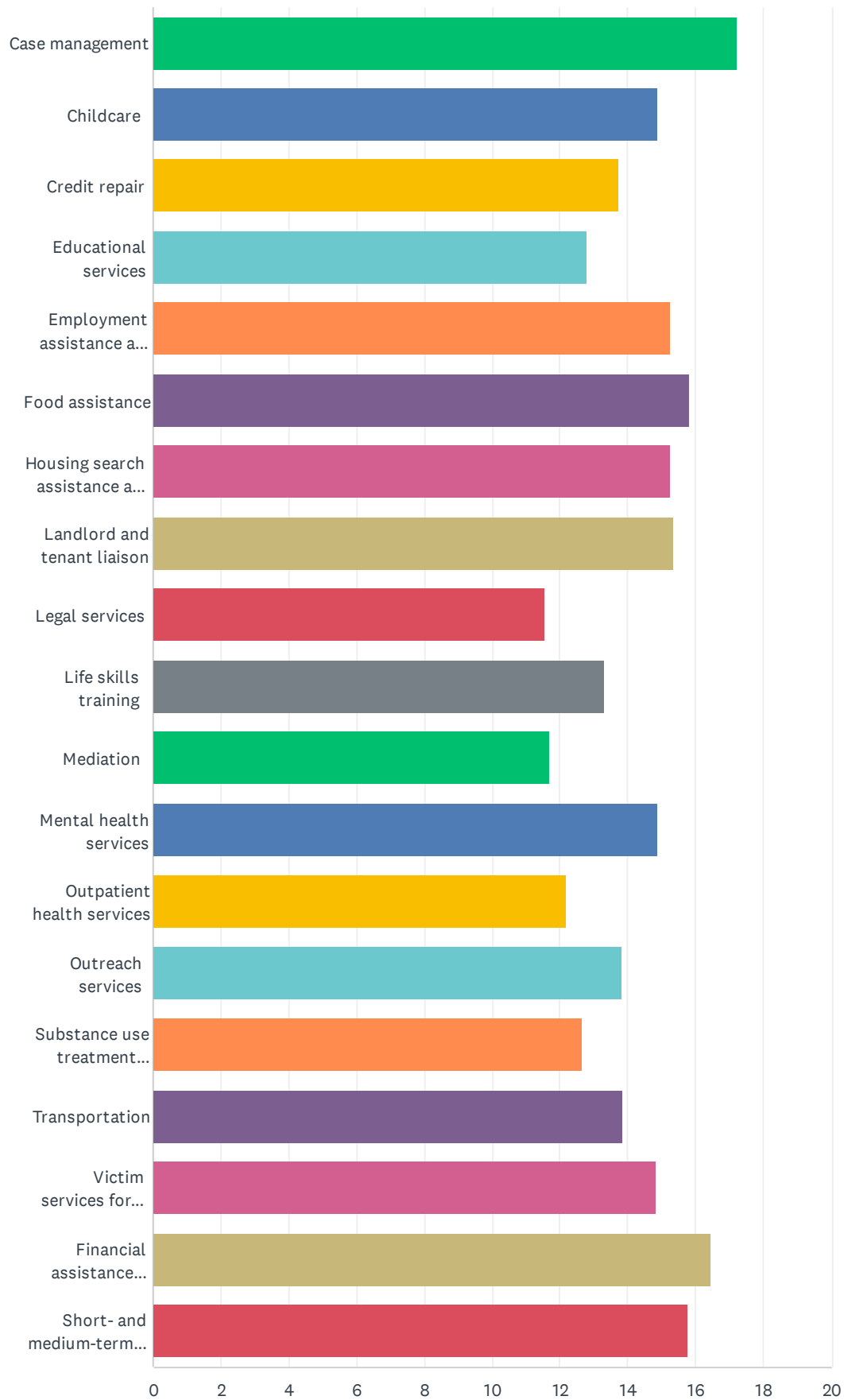


ANSWER CHOICES	RESPONSES	
None of the above/I don't know	2.70%	1
Case management	70.27%	26
Childcare	45.95%	17
Credit repair	35.14%	13
Educational services	29.73%	11
Employment assistance and job training	54.05%	20
Food assistance	13.51%	5
Housing search assistance and counseling	48.65%	18
Landlord and tenant liaison	62.16%	23
Legal services	18.92%	7
Life skills training	37.84%	14
Mediation	8.11%	3
Mental health services	51.35%	19
Outpatient health services	27.03%	10
Outreach services	16.22%	6
Substance use treatment services	32.43%	12
Transportation	43.24%	16
Victim services for persons fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking	18.92%	7
Financial assistance costs including first month's rent, deposit, utilities, arrears, moving costs, and application fees	64.86%	24
Short- and medium-term rental assistance	78.38%	29
Total Respondents: 37		

Q11 Based on the supportive services selected, how would you rank the need for these services for individuals/families at risk of homelessness?

Answered: 36   Skipped: 3

## Brevard County HOME Consortium HOME-ARP Stakeholder Survey



# Brevard County HOME Consortium HOME-ARP Stakeholder Survey

	1	2	3	4	5	6	7	8	9	10	11
Case management	42.31% 11	11.54% 3	23.08% 6	11.54% 3	0.00% 0	3.85% 1	0.00% 0	0.00% 0	3.85% 1	3.85% 1	0.00
Childcare	0.00% 0	11.76% 2	11.76% 2	11.76% 2	23.53% 4	23.53% 4	5.88% 1	5.88% 1	0.00% 0	5.88% 1	0.00
Credit repair	0.00% 0	8.33% 1	16.67% 2	0.00% 0	16.67% 2	8.33% 1	8.33% 1	25.00% 3	8.33% 1	0.00% 0	8.33
Educational services	0.00% 0	0.00% 0	0.00% 0	40.00% 4	10.00% 1	0.00% 0	20.00% 2	0.00% 0	0.00% 0	0.00% 0	10.00
Employment assistance and job training	0.00% 0	15.79% 3	21.05% 4	5.26% 1	36.84% 7	10.53% 2	0.00% 0	0.00% 0	5.26% 1	0.00% 0	0.00
Food assistance	20.00% 1	0.00% 0	20.00% 1	20.00% 1	0.00% 0	20.00% 1	20.00% 1	0.00% 0	0.00% 0	0.00% 0	0.00
Housing search assistance and counseling	11.11% 2	16.67% 3	16.67% 3	22.22% 4	5.56% 1	5.56% 1	5.56% 1	0.00% 0	5.56% 1	0.00% 0	0.00
Landlord and tenant liaison	8.70% 2	26.09% 6	8.70% 2	17.39% 4	8.70% 2	4.35% 1	4.35% 1	8.70% 2	0.00% 0	8.70% 2	0.00
Legal services	0.00% 0	14.29% 1	0.00% 0	0.00% 0	14.29% 1	14.29% 1	0.00% 0	0.00% 0	14.29% 1	0.00% 0	14.29
Life skills training	0.00% 0	0.00% 0	7.14% 1	28.57% 4	7.14% 1	14.29% 2	7.14% 1	7.14% 1	14.29% 2	0.00% 0	0.00
Mediation	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	33.33% 1	0.00% 0	0.00% 0	33.33% 1	33.33% 1	0.00
Mental health services	11.11% 2	5.56% 1	16.67% 3	5.56% 1	16.67% 3	11.11% 2	16.67% 3	5.56% 1	5.56% 1	5.56% 1	0.00
Outpatient health services	0.00% 0	0.00% 0	0.00% 0	10.00% 1	0.00% 0	10.00% 1	40.00% 4	10.00% 1	0.00% 0	10.00% 1	20.00
Outreach services	0.00% 0	16.67% 1	0.00% 0	33.33% 2	0.00% 0	0.00% 0	33.33% 2	0.00% 0	0.00% 0	0.00% 0	0.00
Substance use treatment services	0.00% 0	8.33% 1	0.00% 0	16.67% 2	8.33% 1	0.00% 0	8.33% 1	33.33% 4	8.33% 1	0.00% 0	8.33
Transportation	6.25% 1	6.25% 1	6.25% 1	6.25% 1	31.25% 5	6.25% 1	6.25% 1	6.25% 1	18.75% 3	0.00% 0	0.00
Victim services for persons fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking	28.57% 2	0.00% 0	14.29% 1	0.00% 0	14.29% 1	14.29% 1	0.00% 0	0.00% 0	0.00% 0	28.57% 2	0.00
Financial assistance costs including first month's rent, deposit, utilities, arrears, moving	33.33% 8	20.83% 5	16.67% 4	0.00% 0	8.33% 2	8.33% 2	0.00% 0	4.17% 1	4.17% 1	0.00% 0	0.00

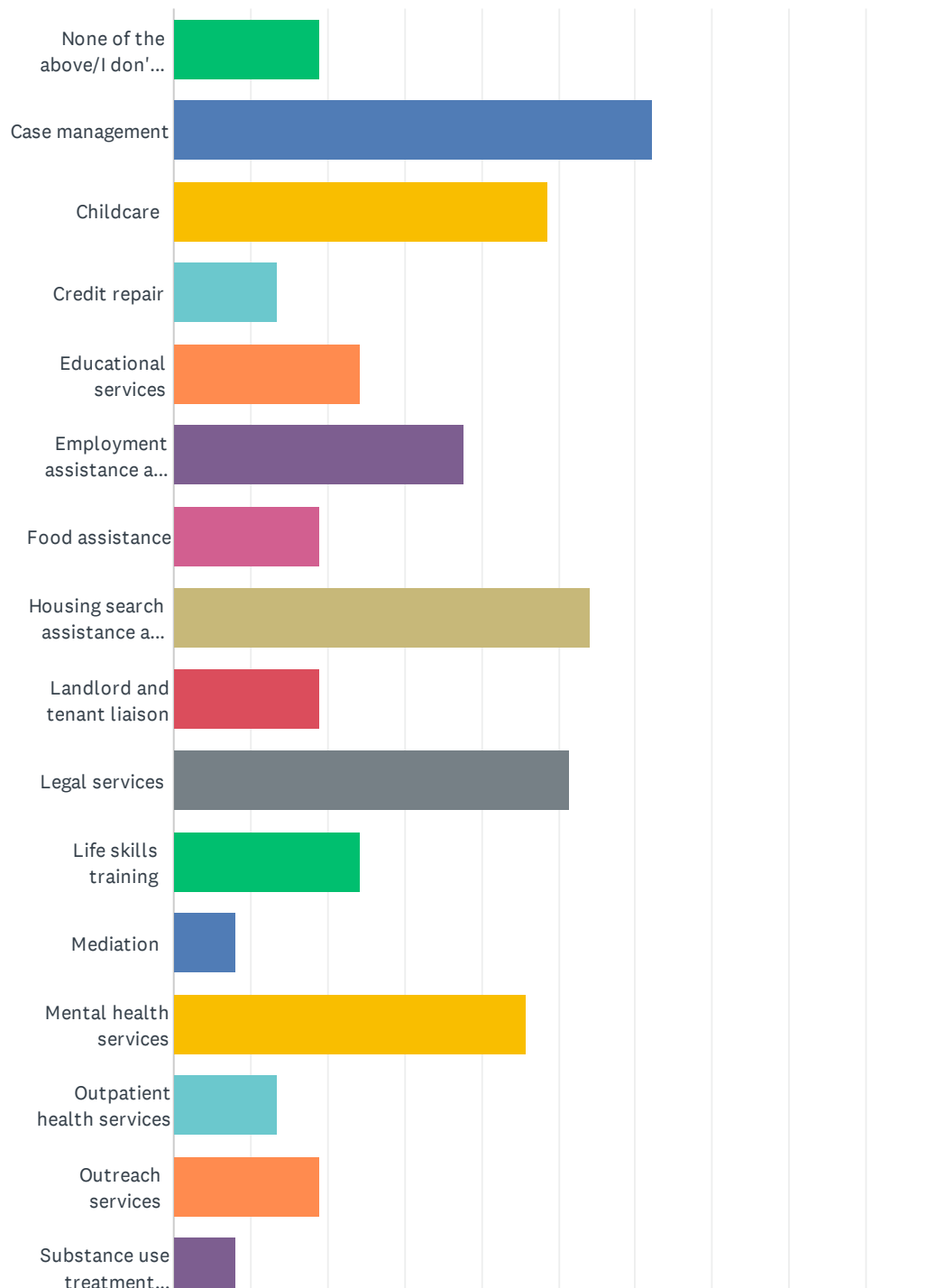
Brevard County HOME Consortium HOME-ARP Stakeholder Survey

costs, and application fees											
Short- and medium-term rental assistance	24.14% 7	20.69% 6	13.79% 4	6.90% 2	0.00% 0	13.79% 4	6.90% 2	0.00% 0	3.45% 1	6.90% 2	0.00

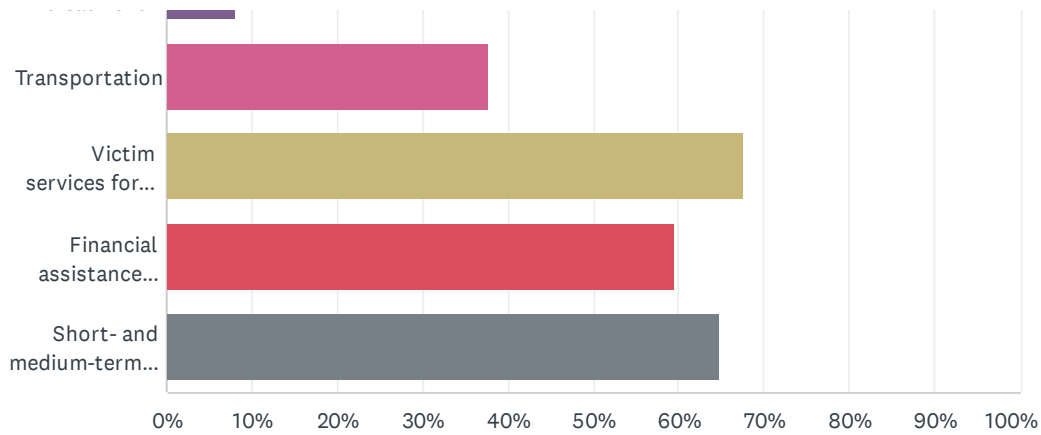


Q12 For individuals/families fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, which of the following HOME-ARP supportive services are needed the most?\*Note: Check all that apply. Selections will be ranked in next question. If you do not know which services this population needs, please select "None of the above/I don't know."\*

Answered: 37 Skipped: 2



## Brevard County HOME Consortium HOME-ARP Stakeholder Survey

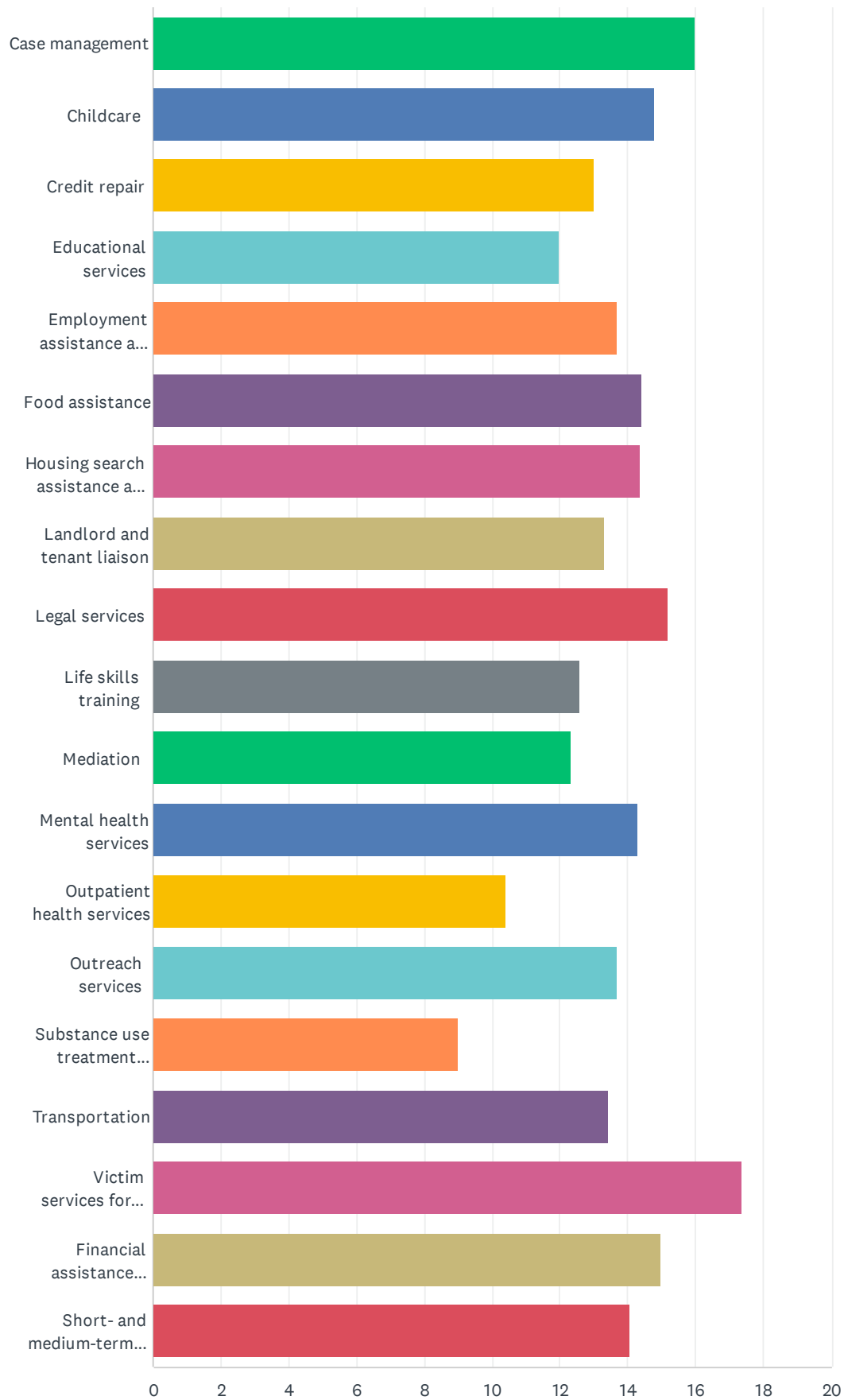


ANSWER CHOICES	RESPONSES	
None of the above/I don't know	18.92%	7
Case management	62.16%	23
Childcare	48.65%	18
Credit repair	13.51%	5
Educational services	24.32%	9
Employment assistance and job training	37.84%	14
Food assistance	18.92%	7
Housing search assistance and counseling	54.05%	20
Landlord and tenant liaison	18.92%	7
Legal services	51.35%	19
Life skills training	24.32%	9
Mediation	8.11%	3
Mental health services	45.95%	17
Outpatient health services	13.51%	5
Outreach services	18.92%	7
Substance use treatment services	8.11%	3
Transportation	37.84%	14
Victim services for persons fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking	67.57%	25
Financial assistance costs including first month's rent, deposit, utilities, arrears, moving costs, and application fees	59.46%	22
Short- and medium-term rental assistance	64.86%	24
Total Respondents: 37		

Q13 Based on the supportive services selected, how would you rank the need for these services for individuals/families fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking?

Answered: 30   Skipped: 9

## Brevard County HOME Consortium HOME-ARP Stakeholder Survey



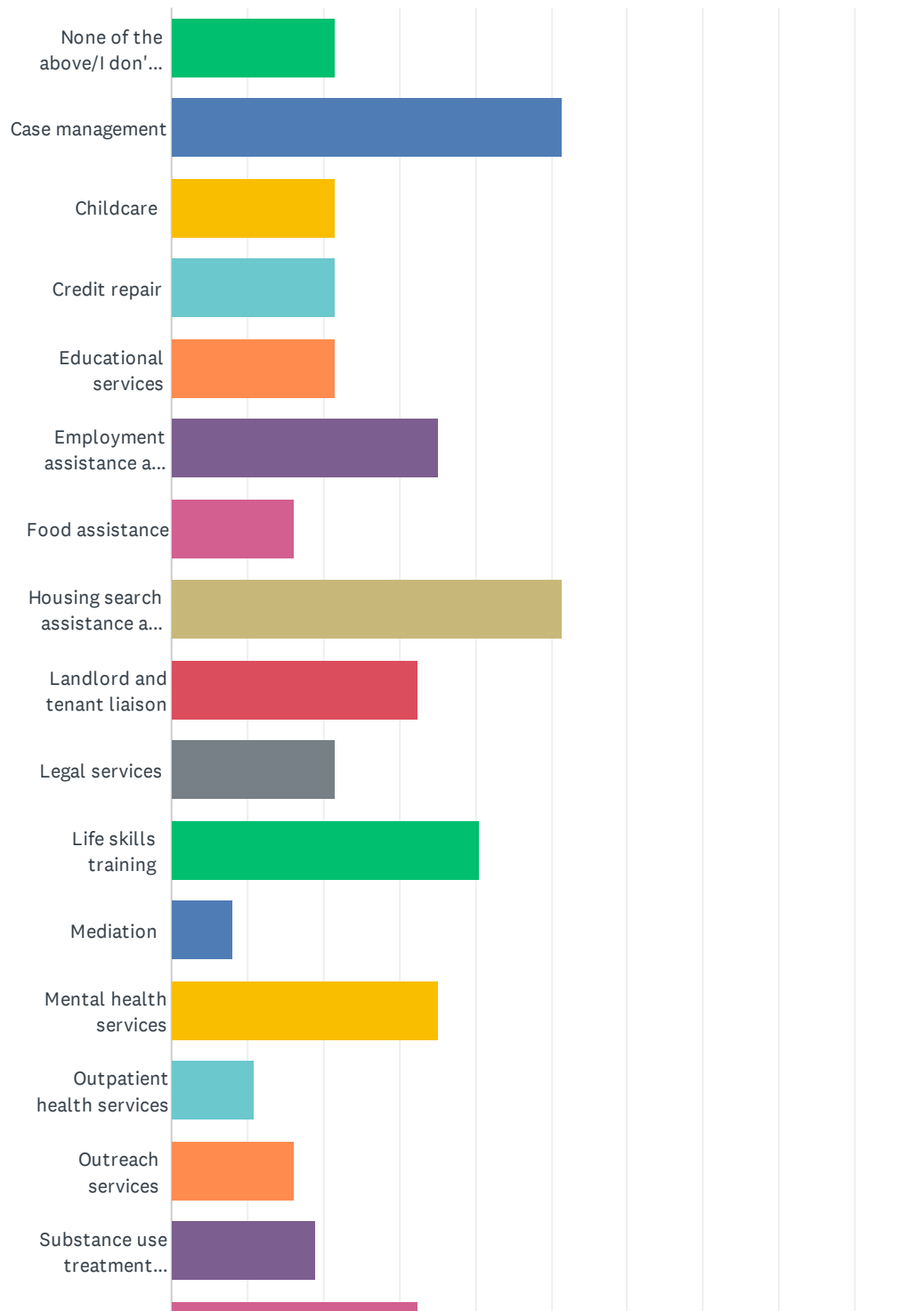
# Brevard County HOME Consortium HOME-ARP Stakeholder Survey

	1	2	3	4	5	6	7	8	9	10	11
Case management	34.78% 8	8.70% 2	8.70% 2	13.04% 3	4.35% 1	4.35% 1	8.70% 2	8.70% 2	4.35% 1	0.00% 0	0.00
Childcare	0.00% 0	22.22% 4	22.22% 4	0.00% 0	16.67% 3	22.22% 4	0.00% 0	0.00% 0	0.00% 0	11.11% 2	0.00
Credit repair	0.00% 0	20.00% 1	20.00% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	20.00% 1	0.00% 0	20.00% 1	0.00
Educational services	0.00% 0	0.00% 0	11.11% 1	0.00% 0	11.11% 1	0.00% 0	22.22% 2	11.11% 1	11.11% 1	11.11% 1	11.11
Employment assistance and job training	0.00% 0	0.00% 0	7.14% 1	21.43% 3	21.43% 3	0.00% 0	7.14% 1	28.57% 4	7.14% 1	7.14% 1	0.00
Food assistance	0.00% 0	0.00% 0	14.29% 1	28.57% 2	0.00% 0	0.00% 0	57.14% 4	0.00% 0	0.00% 0	0.00% 0	0.00
Housing search assistance and counseling	0.00% 0	10.00% 2	5.00% 1	10.00% 2	35.00% 7	10.00% 2	5.00% 1	5.00% 1	20.00% 4	0.00% 0	0.00
Landlord and tenant liaison	14.29% 1	0.00% 0	0.00% 0	0.00% 0	28.57% 2	0.00% 0	28.57% 2	0.00% 0	14.29% 1	0.00% 0	0.00
Legal services	5.26% 1	21.05% 4	21.05% 4	10.53% 2	5.26% 1	10.53% 2	10.53% 2	5.26% 1	0.00% 0	5.26% 1	0.00
Life skills training	0.00% 0	0.00% 0	0.00% 0	22.22% 2	0.00% 0	11.11% 1	11.11% 1	22.22% 2	11.11% 1	11.11% 1	11.11
Mediation	0.00% 0	0.00% 0	0.00% 0	0.00% 0	33.33% 1	0.00% 0	33.33% 1	0.00% 0	0.00% 0	0.00% 0	33.33
Mental health services	0.00% 0	5.88% 1	17.65% 3	23.53% 4	0.00% 0	29.41% 5	5.88% 1	5.88% 1	0.00% 0	0.00% 0	0.00
Outpatient health services	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	20.00% 1	0.00% 0	0.00% 0	20.00% 1	20.00% 1	20.00
Outreach services	0.00% 0	28.57% 2	14.29% 1	0.00% 0	0.00% 0	0.00% 0	14.29% 1	14.29% 1	14.29% 1	0.00% 0	0.00
Substance use treatment services	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	33.33% 1	0.00% 0	0.00% 0	0.00% 0	33.33% 1	0.00
Transportation	7.14% 1	0.00% 0	7.14% 1	28.57% 4	14.29% 2	0.00% 0	0.00% 0	7.14% 1	7.14% 1	14.29% 2	7.14
Victim services for persons fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking	60.00% 15	4.00% 1	16.00% 4	4.00% 1	0.00% 0	8.00% 2	0.00% 0	0.00% 0	0.00% 0	4.00% 1	4.00
Financial assistance costs including first month's rent, deposit, utilities, arrears, moving	9.09% 2	31.82% 7	4.55% 1	4.55% 1	0.00% 0	18.18% 4	13.64% 3	4.55% 1	4.55% 1	0.00% 0	4.55

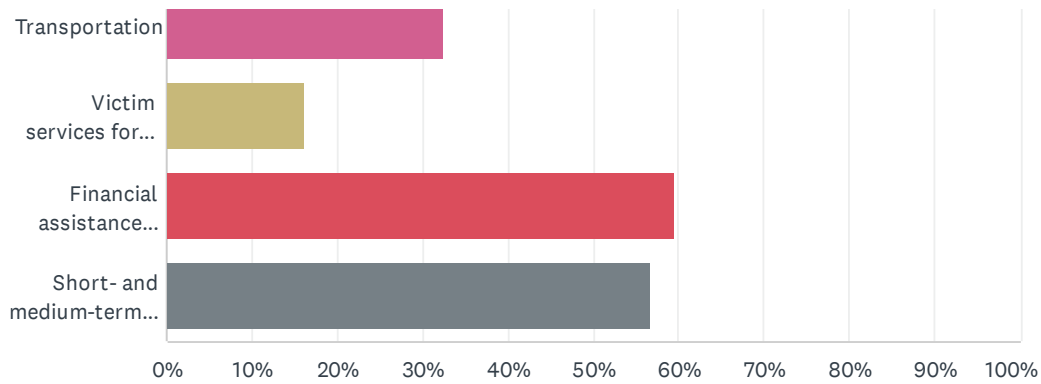
costs, and application fees											
Short- and medium-term rental assistance	8.70% 2	17.39% 4	8.70% 2	4.35% 1	13.04% 3	0.00% 0	8.70% 2	17.39% 4	8.70% 2	4.35% 1	4.35

Q14 For other groups (as defined by HUD), which of the following HOME-ARP supportive services are needed the most? \*Note: Check all that apply. Selections will be ranked in next question. If you do not know which services this population needs, please select "None of the above/I don't know."\*

Answered: 37 Skipped: 2



## Brevard County HOME Consortium HOME-ARP Stakeholder Survey



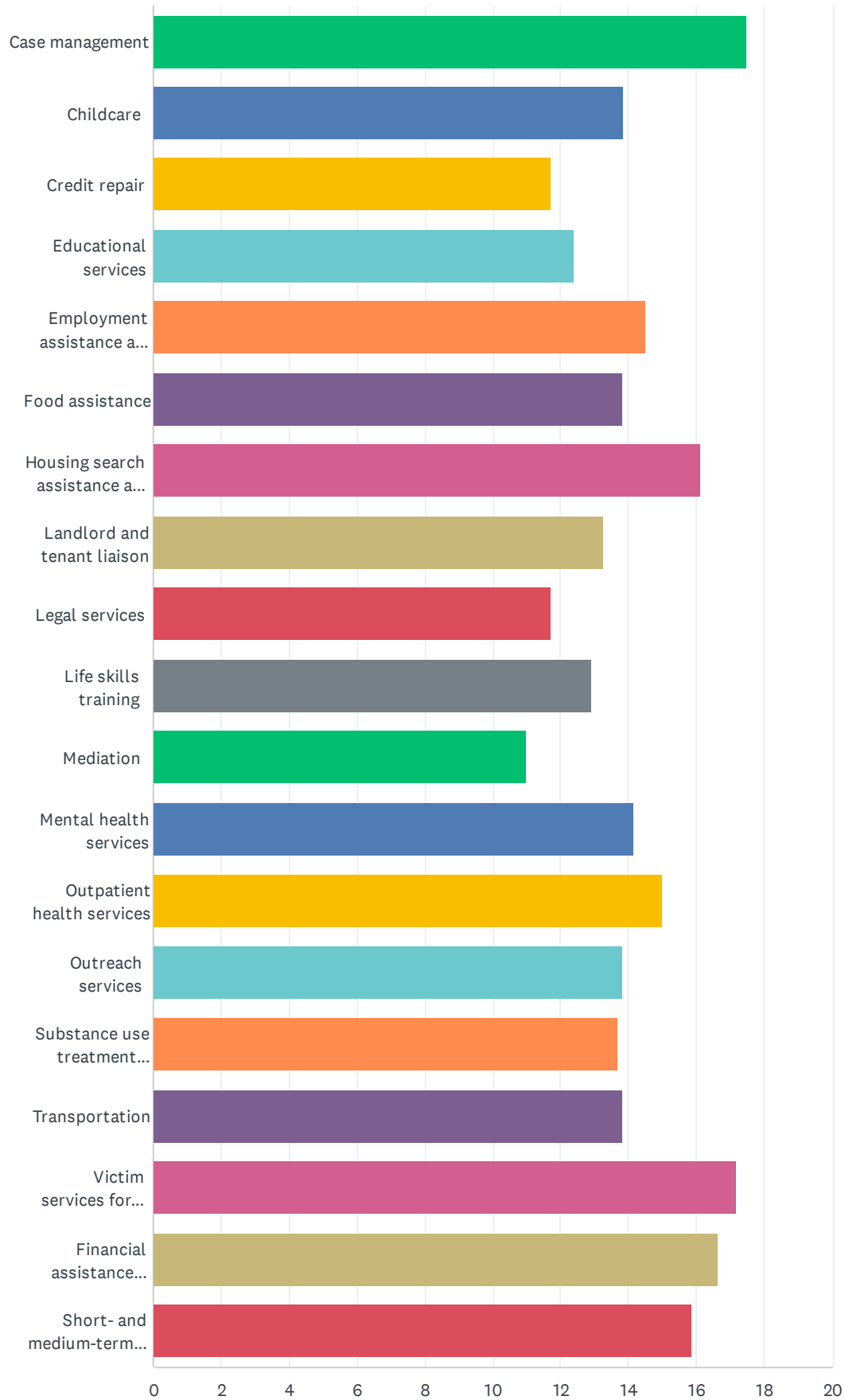
ANSWER CHOICES	RESPONSES	
None of the above/I don't know	21.62%	8
Case management	51.35%	19
Childcare	21.62%	8
Credit repair	21.62%	8
Educational services	21.62%	8
Employment assistance and job training	35.14%	13
Food assistance	16.22%	6
Housing search assistance and counseling	51.35%	19
Landlord and tenant liaison	32.43%	12
Legal services	21.62%	8
Life skills training	40.54%	15
Mediation	8.11%	3
Mental health services	35.14%	13
Outpatient health services	10.81%	4
Outreach services	16.22%	6
Substance use treatment services	18.92%	7
Transportation	32.43%	12
Victim services for persons fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking	16.22%	6
Financial assistance costs including first month's rent, deposit, utilities, arrears, moving costs, and application fees	59.46%	22
Short- and medium-term rental assistance	56.76%	21
Total Respondents: 37		



**Q15 Based on the supportive services selected, how would you rank the need for these services for other groups (as defined by HUD)?**

Answered: 28   Skipped: 11

## Brevard County HOME Consortium HOME-ARP Stakeholder Survey



# Brevard County HOME Consortium HOME-ARP Stakeholder Survey

	1	2	3	4	5	6	7	8	9	10	11
Case management	44.44% 8	5.56% 1	27.78% 5	5.56% 1	11.11% 2	5.56% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00
Childcare	14.29% 1	14.29% 1	0.00% 0	0.00% 0	14.29% 1	0.00% 0	28.57% 2	14.29% 1	0.00% 0	0.00% 0	0.00
Credit repair	0.00% 0	0.00% 0	0.00% 0	28.57% 2	0.00% 0	0.00% 0	28.57% 2	0.00% 0	14.29% 1	0.00% 0	14.29
Educational services	0.00% 0	14.29% 1	14.29% 1	0.00% 0	0.00% 0	14.29% 1	0.00% 0	14.29% 1	14.29% 1	14.29% 1	0.00
Employment assistance and job training	0.00% 0	25.00% 3	8.33% 1	8.33% 1	16.67% 2	8.33% 1	8.33% 1	16.67% 2	0.00% 0	0.00% 0	0.00
Food assistance	0.00% 0	0.00% 0	0.00% 0	40.00% 2	20.00% 1	0.00% 0	20.00% 1	0.00% 0	0.00% 0	0.00% 0	20.00
Housing search assistance and counseling	5.56% 1	22.22% 4	22.22% 4	27.78% 5	5.56% 1	11.11% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00
Landlord and tenant liaison	9.09% 1	9.09% 1	0.00% 0	9.09% 1	27.27% 3	9.09% 1	0.00% 0	0.00% 0	9.09% 1	0.00% 0	0.00
Legal services	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	28.57% 2	14.29% 1	0.00% 0	28.57% 2	14.29% 1	14.29
Life skills training	0.00% 0	7.14% 1	14.29% 2	0.00% 0	7.14% 1	7.14% 1	14.29% 2	21.43% 3	7.14% 1	14.29% 2	0.00
Mediation	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	50.00% 1	0.00% 0	50.00% 1	0.00
Mental health services	16.67% 2	0.00% 0	8.33% 1	8.33% 1	16.67% 2	8.33% 1	8.33% 1	16.67% 2	0.00% 0	0.00% 0	16.67
Outpatient health services	0.00% 0	33.33% 1	0.00% 0	33.33% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	33.33% 1	0.00% 0	0.00
Outreach services	20.00% 1	0.00% 0	20.00% 1	0.00% 0	0.00% 0	20.00% 1	0.00% 0	0.00% 0	20.00% 1	0.00% 0	0.00
Substance use treatment services	0.00% 0	16.67% 1	0.00% 0	16.67% 1	0.00% 0	16.67% 1	16.67% 1	0.00% 0	16.67% 1	16.67% 1	0.00
Transportation	9.09% 1	0.00% 0	18.18% 2	9.09% 1	18.18% 2	9.09% 1	0.00% 0	0.00% 0	18.18% 2	9.09% 1	0.00
Victim services for persons fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking	40.00% 2	0.00% 0	20.00% 1	20.00% 1	20.00% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00
Financial assistance costs including first month's rent, deposit, utilities, arrears, moving	33.33% 7	19.05% 4	14.29% 3	9.52% 2	4.76% 1	4.76% 1	4.76% 1	0.00% 0	0.00% 0	4.76% 1	4.76

Brevard County HOME Consortium HOME-ARP Stakeholder Survey

costs, and application fees											
Short- and medium-term rental assistance	20.00% 4	30.00% 6	10.00% 2	10.00% 2	5.00% 1	5.00% 1	0.00% 0	5.00% 1	0.00% 0	0.00% 0	10.00

## Application for Federal Assistance SF-424

**\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☒ New  
☐ Continuation  
☐ Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

N/A

**5b. Federal Award Identifier:**

M21-DC-12-0200

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:** Brevard County Housing and Human Services (HOME)

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

59-6000523

**\* c. UEI:**

106520666000

**d. Address:**

**\* Street1:** 2725 Judge Fran Jamieson Way; Suite 106

**Street2:**

**\* City:** Viera

**County/Parish:**

**\* State:** FL: Florida

**Province:**

**\* Country:** USA: UNITED STATES

**\* Zip / Postal Code:** 32940-8666

**e. Organizational Unit:**

**Department Name:**

Housing and Human Services

**Division Name:**

Brevard County BOCC

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**

Mr.

**\* First Name:**

Ian

**Middle Name:**

**\* Last Name:** Golden

**Suffix:**

**Title:** Director

**Organizational Affiliation:**

Housing and Human Services

**\* Telephone Number:** 321-633-2007

**Fax Number:** 321-633-2026

**\* Email:** Ian.Golden@BrevardFl.Gov

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

United States Department of Housing and Urban Development

### 11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

Entitlement Grant-HOME Investment Partnerships Program

### \* 12. Funding Opportunity Number:

N/A

\* Title:

N/A

### 13. Competition Identification Number:

N/A

Title:

N/A

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

This application is for a Substantial Amendment to the 2021 Annual Action Plan for the HOME-ARP funds for non-capital projects.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant 8/11

\* b. Program/Project 8/11

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date: 10/01/2022

\* b. End Date: 09/30/2023

**18. Estimated Funding (\$):**

\* a. Federal 1,478,688.00

\* b. Applicant

\* c. State

\* d. Local

\* e. Other

\* f. Program Income

\* g. TOTAL 1,478,688.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. \* First Name: Frank

Middle Name: 

\* Last Name: Abbate

Suffix: 

\* Title: County Manager

\* Telephone Number: 321-633-2001 Fax Number: 

\* Email: Frank.Abbate@brevardfl.gov

\* Signature of Authorized Representative:  \* Date Signed:

## Application for Federal Assistance SF-424

**\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☒ New  
☐ Continuation  
☐ Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

N/A

**5b. Federal Award Identifier:**

M21-DC-12-0200

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:** Brevard County Housing and Human Services (HOME)

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

59-6000523

**\* c. UEI:**

106520666000

**d. Address:**

**\* Street1:** 2725 Judge Fran Jamieson Way; Suite 106

**Street2:**

**\* City:** Viera

**County/Parish:**

**\* State:** FL: Florida

**Province:**

**\* Country:** USA: UNITED STATES

**\* Zip / Postal Code:** 32940-0866

**e. Organizational Unit:**

**Department Name:**

Housing and Human Services

**Division Name:**

Brevard County BOCC

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**

Mr.

**\* First Name:**

Ian

**Middle Name:**

**\* Last Name:**

Golden

**Suffix:**

**Title:** Director

**Organizational Affiliation:**

Housing and Human Services

**\* Telephone Number:** 321-633-2007

**Fax Number:** 321-633-2026

**\* Email:** Ian.Golden@Brevardfl.gov



## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

United States Department of Housing and Urban Development

### 11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

Entitlement Grant-HOME Investment Partnerships Program

### \* 12. Funding Opportunity Number:

N/A

\* Title:

N/A

### 13. Competition Identification Number:

N/A

Title:

N/A

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

This application is for a Substantial Amendment to the 2021 Annual Action Plan for the HOME-ARP funds, which includes Brevard County and cities of Titusville, Cocoa, Melbourne, and Palm Bay.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant 8/11

\* b. Program/Project 8/11

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date: 10/01/2022

\* b. End Date: 09/30/2023

**18. Estimated Funding (\$):**

* a. Federal	4,524,586.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	4,524,586.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. \* First Name: Frank

Middle Name:

\* Last Name: Abbate

Suffix:

\* Title: County Manager

\* Telephone Number: 321-633-2001 Fax Number: 

\* Email: Frank.Abbate@brevardfl.gov

\* Signature of Authorized Representative:



\* Date Signed:



## Application for Federal Assistance SF-424

**\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☒ New  
☐ Continuation  
☐ Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

N/A

**5b. Federal Award Identifier:**

M21-DC-12-0200

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:** Brevard County Housing and Human Services (HOME)

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

59-6000523

**\* c. UEI:**

106520666000

**d. Address:**

**\* Street1:** 2725 Judge Fran Jamieson Way; Suite 106

**Street2:**

**\* City:** Viera

**County/Parish:**

**\* State:** FL: Florida

**Province:**

**\* Country:** USA: UNITED STATES

**\* Zip / Postal Code:** 32940-8666

**e. Organizational Unit:**

**Department Name:**

Housing and Human Services

**Division Name:**

Brevard County BOCC

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**

Mr.

**\* First Name:**

Ian

**Middle Name:**

**\* Last Name:** Golden

**Suffix:**

**Title:** Director

**Organizational Affiliation:**

Housing and Human Services

**\* Telephone Number:** 321-633-2007

**Fax Number:** 321-633-2026

**\* Email:** Ian.Golden@BrevardFl.Gov

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

United States Department of Housing and Urban Development

### 11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

Entitlement Grant-HOME Investment Partnerships Program

### \* 12. Funding Opportunity Number:

N/A

\* Title:

N/A

### 13. Competition Identification Number:

N/A

Title:

N/A

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

This application is for a Substantial Amendment to the 2021 Annual Action Plan for the HOME-ARP funds for capital projects.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant 8/11

\* b. Program/Project 8/11

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date: 10/01/2022

\* b. End Date: 09/30/2023

**18. Estimated Funding (\$):**

* a. Federal	3,045,898.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	3,045,898.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. \* First Name: Frank

Middle Name:

\* Last Name: Abbate

Suffix:

\* Title: County Manager

\* Telephone Number: 321-633-2001 Fax Number: 

\* Email: Frank.Abbate@brevardfl.gov

\* Signature of Authorized Representative:

\* Date Signed:

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.



**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b> 	<b>TITLE</b> County Manager
<b>APPLICANT ORGANIZATION</b> Brevard County BOCC-HOME Investment Partnerships Program	<b>DATE SUBMITTED</b> 

Standard Form 424B (Rev. 7-97) Back

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**



**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.



11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b> 	<b>TITLE</b> <div data-bbox="898 1344 1510 1381">County Manager</div>
<b>APPLICANT ORGANIZATION</b> <div data-bbox="95 1486 868 1516">Brevard County BOCC-HOME Investment Partnerships Program</div>	<b>DATE SUBMITTED</b> 

SF-424D (Rev. 7-97) Back

## HOME-ARP CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the participating jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing pursuant to 24 CFR 5.151 and 5.152.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** --It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It will comply with the acquisition and relocation requirements contained in the HOME-ARP Notice, including the revised one-for-one replacement requirements. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42, which incorporates the requirements of the HOME-ARP Notice. It will follow its residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the HOME-ARP program.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and program requirements.

**Section 3** --It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

**HOME-ARP Certification** --It will use HOME-ARP funds consistent with Section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) and the CPD Notice: *Requirements for the Use of Funds in the HOME-American Rescue Plan Program*, as may be amended by HUD, for eligible activities and costs, including the HOME-ARP Notice requirements that activities are consistent with its accepted HOME-ARP allocation plan and that HOME-ARP funds will not be used for prohibited activities or costs, as described in the HOME-ARP Notice.

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Signature of Authorized Official

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Date

---

Title



# HOME-ARP Allocation Plan

## Public Hearing and Board of County Commissioners Meeting

### Brevard County HOME Consortium, FL

March 21, 2023

# HOME – American Rescue Plan (ARP)

Congress passed the American Rescue Plan Act allocating \$5 billion to communities across the country to help meet the needs of specific vulnerable populations.

HOME-ARP Allocation for Brevard County HOME Consortium is  
**\$4,524,586**

# HOME-ARP Qualifying Populations

**People Experiencing Homelessness**

**People At Risk of Homelessness**

**People Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking**

**Other Populations At Greatest Risk of Homelessness/Housing Instability**

# Five HOME-ARP Eligible Activities



Production or  
Preservation of  
Affordable  
Rental Housing



Tenant-Based  
Rental Assistance  
(TBRA)



Supportive Services

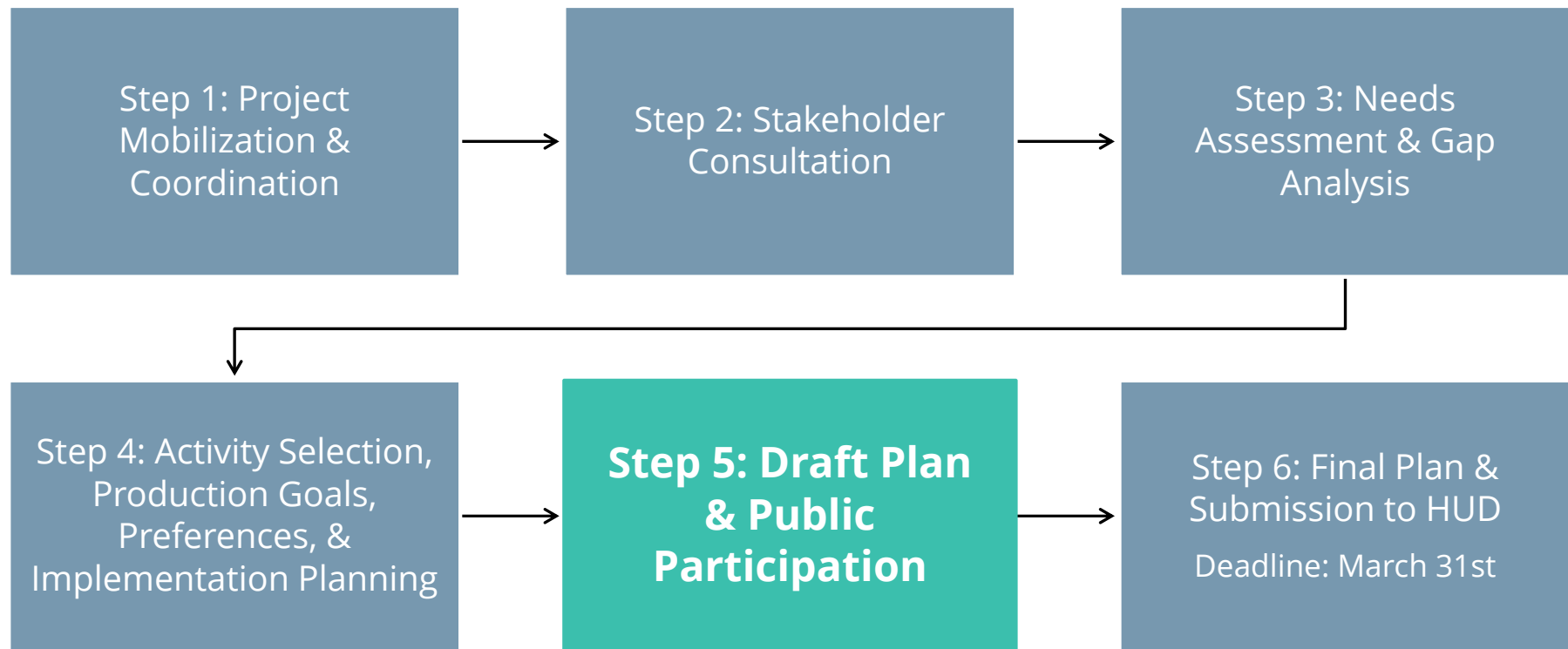


Purchase and  
Development of  
Non-Congregate  
Shelters



Nonprofit  
Operating and  
Capacity-Building  
Support

# Allocation Planning Process





# Public Participation Methods

## Public Notice

- Notices published in Al Dia Today, Ebony News, and Florida Today.
- Notices posted on County and City websites.

## Allocation Plan Availability

- Plan emailed to consultation participants.
- Plan posted on County and City websites.
- Social media posts asking for public comment published on Twitter and Facebook.

## Public Hearing

- Brevard County Commissioner's Meeting.

# Stakeholder Consultation Methods

Overall, **47 organizations** were consulted in the development of the HOME-ARP Allocation Plan through two methods:

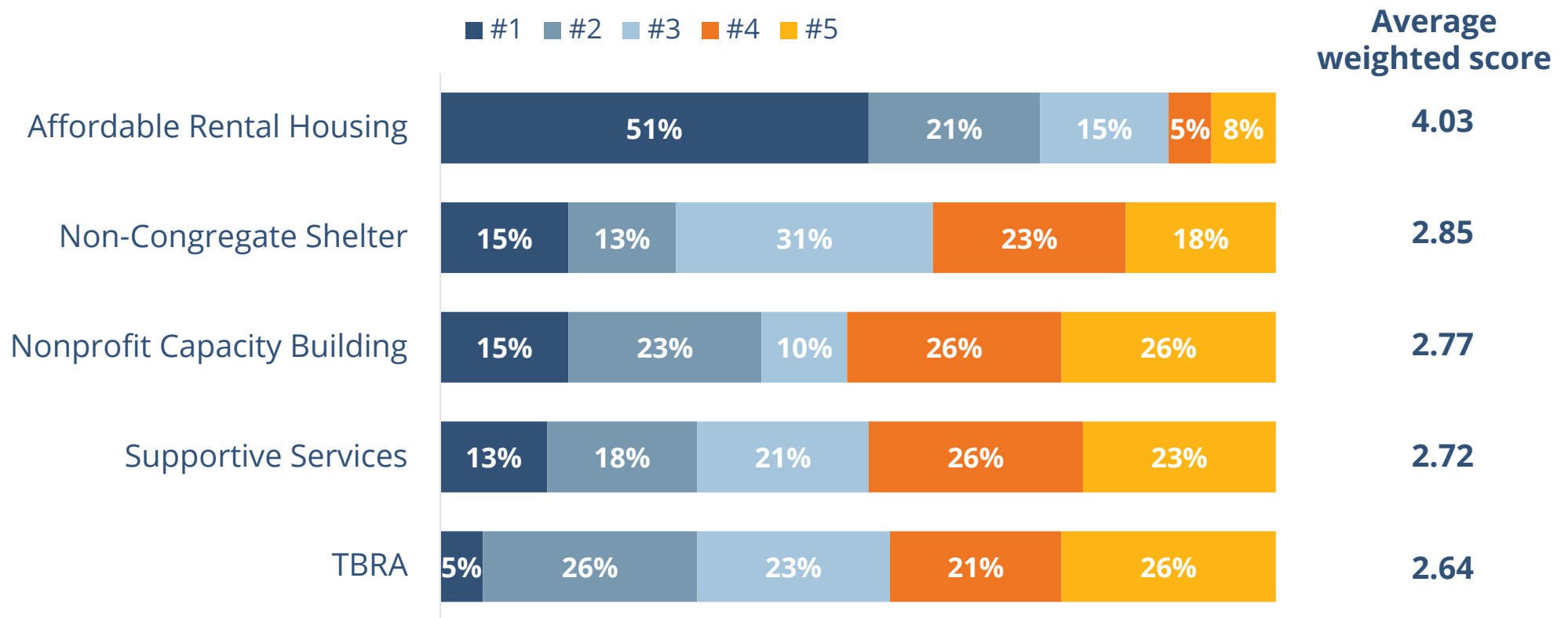
## Online Stakeholder Survey

- Received 39 responses from stakeholders (29 unique organizations) serving the HOME-ARP qualifying populations.

## Preexisting Meetings

- County staff joined 7 standing meetings (e.g., committee meetings, staff meetings, etc.) that included 34 participating organizations.

# Survey: Prioritization of HOME-ARP Eligible Activities



# Needs Assessment & Gap Analysis: Data Sources

Individuals Experiencing Homelessness	Individuals At Risk of Homelessness
<ul style="list-style-type: none"> <li>Continuum of Care HMIS and Point In Time Count data (2021-2022)</li> <li>Brevard Homeless Coalition 2020 Gaps Analysis and System Performance Report (2020)</li> </ul>	<ul style="list-style-type: none"> <li>2015-2019 CHAS data</li> <li>McKinney-Vento EDFacts data on student homelessness (2019-2020)</li> <li>Public Housing Authority client data (2021)</li> <li>Shimberg Center for Housing Studies data (2020)</li> </ul>
Persons Fleeing/Attempting to Flee Violence	Others At Greatest Risk of Homelessness/Housing Instability
<ul style="list-style-type: none"> <li>Continuum of Care HMIS and Point In Time Count data (2021-2022)</li> <li>Serene Harbor program data (2022)</li> <li>Brevard County Women's Center program data (2022)</li> <li>Florida Depart. Of Law Enforcement Uniform Crime Reports (2020)</li> <li>Space Coast Human Trafficking Task Force data (2022)</li> </ul>	<ul style="list-style-type: none"> <li>2015-2019 CHAS data</li> <li>ACS data (2017-2021)</li> <li>Brevard County Consortium's 2022-2026 Consolidated Plan</li> <li>Shimberg Center for Housing Studies data (2020)</li> </ul>

# Key Takeaways from Consultations & Data Analysis

## Affordable Housing Inventory & Rental Assistance

- Housing has become increasingly less affordable for owners and renters over the past several years. Factors such as tourism and job growth have increased demand on the local housing stock which has increased housing costs for many.
- Rental assistance such as TBRA can be vital to keep individuals stably housed but there are challenges with existing programs that can limit program effectiveness.

# Key Takeaways from Consultations & Data Analysis

## Shelter Inventory

- Countywide, the number of rapid rehousing beds has increased but this is often not a suitable replacement for permanent supportive housing for individuals with complex needs.
- Existing shelter capacity is often unable to accommodate entire households experiencing homelessness which means families may need to split up across facilities.
- There are no designated shelter beds for victims of domestic violence.
- Specific subpopulations with unmet shelter needs include single men/women, unaccompanied youth/youth aged out of foster care, seniors, and LGBTQ+ individuals.

# Key Takeaways from Consultations & Data Analysis

## Supportive Services

- There's need for a variety of supportive services to meet evolving needs including case management and financial assistance costs.
- Victims' services were identified as a top needed supportive service for 3 of the 4 HOME-ARP qualifying populations.
- Stakeholders noted the need for eviction prevention assistance and legal services for those facing eviction.

# Key Takeaways from Consultations & Data Analysis

## Nonprofit Capacity

- Service organizations are experiencing widespread staff turnover and burnout due in part to low pay and high workloads.
- High inflation has increased operating costs for many organizations.
- Some organizations heavily rely on volunteers who may not be adequately trained.
- Stakeholders noted the need for improved coordination across agencies serving the HOME-ARP qualifying populations to better align resources across the County.



# Priority Uses of HOME-ARP Funds



Production or  
Preservation of  
Affordable  
Rental Housing



Supportive Services



Nonprofit  
Operating and  
Capacity-Building

# HOME-ARP Allocation

Eligible Activity	\$ Funds	% Allocation	Statutory Limit
Supportive Services	\$500,000	11%	
Non-Congregate Shelter	\$0	0%	
TBRA	\$0	0%	
Affordable Rental Housing	\$3,045,898	67%	
Nonprofit Operating	\$150,000	3%	5%
Nonprofit Capacity Building	\$150,000	3%	5%
PJ Administration and Planning	\$678,688	15%	15%
<b>TOTAL</b>	<b>\$4,524,586</b>	<b>100%</b>	

# Questions



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Public Hearing

H.2.

3/21/2023

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### Subject:

Proposed Ordinance Amending Chapter 2, Brevard County Code of Ordinances, to Create a New Article IX Relating to Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website.

### Fiscal Impact:

Based on prior year actual costs provided by Charter Offices, Municipalities and the Brevard County School Board (agencies that plan on participating in posting legal ads on the County's website), the cost of administering this program will be less than the cost of placing ads in the newspaper.

### Dept/Office:

County Attorney's Office

### Requested Action:

It is requested that the Board of County Commissioners hold a public hearing and consider adopting an ordinance amending Chapter 2, Administration, of the Brevard County Code of Ordinances, to create a new Article IX, Legal Advertisements and Public Notices, relating to the publication of advertisements and public notices on a publicly accessible website in lieu of a newspaper when newspaper publication is required by Brevard County ordinance, resolution, board policy, or administrative order.

### Summary Explanation and Background:

Effective January 1, 2023, Chapter 50, Florida Statutes, Legal and Official Advertisements, provides that a governmental agency may publish certain statutorily required legal advertisements, publications, or notices on the publicly accessible website of the county in which it lies if doing so would cost less than publishing legal notices in a newspaper. Section 50.0311, Florida Statutes, defines "publicly accessible website" to mean a county's official website or other private website designated by the county for the publication of legal notices and advertisements that is accessible via the Internet. The county intends to publish statutorily required advertisements and public notices on a publicly accessible website pursuant to this authorization.

However, various Brevard County ordinances, resolutions, board policies, and administrative orders also require publication of certain legal advertisements and public notices in a newspaper. The proposed ordinance will allow for these county-required newspaper advertisements and notices to be published on a publicly accessible website instead of in a newspaper.

Advertisements and public notices published on a publicly accessible website pursuant to the proposed ordinance must be in searchable form and indicate the date on which the advertisement or public notice was first published on the website. A link to advertisements and public notices published on the website shall be conspicuously placed on the homepage of the county's official website.

**Clerk to the Board Instructions:**

Upon approval by the Board, execution by the Chair, and attestation by the Clerk, file the ordinance with the Department of State as required by law within the 10-day deadline.

**ORDINANCE NO. 2023-\_\_\_\_\_**

AN ORDINANCE OF BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, OF THE BREVARD COUNTY CODE OF ORDINANCES; CREATING ARTICLE IX RELATING TO PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE; PROVIDING FOR A SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE IN LIEU OF A NEWSPAPER WHEN NEWSPAPER PUBLICATION IS REQUIRED BY BREVARD COUNTY ORDINANCE, RESOLUTION, BOARD POLICY, OR ADMINISTRATIVE ORDER; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 50, Florida Statutes, Legal and Official Advertisements, provides that, effective January 1, 2023, a governmental agency may publish certain statutorily required legal advertisements, publications, or notices on the publicly accessible website of the county in which it lies if doing so would cost less than publishing legal notices in a newspaper; and

WHEREAS, the county intends to publish statutorily required advertisements, publications, and notices on a publicly accessible website to the extent authorized by state law; and

WHEREAS, various county ordinances, resolutions, board policies, and administrative procedures require official or legal advertisement, publication, or notice in a newspaper; and

WHEREAS, the Board of County Commissioners desires to amend the Code of Ordinances to allow advertisements, publications, or notices that are currently required to be published in a newspaper by county ordinance, resolution, board policy, or administrative procedure, to instead be published on a publicly accessible website; and

WHEREAS, the Board of County Commissioners has determined that the cost of publishing legal advertisements and public notices on the publicly accessible website of the county is less than the cost of publishing legal advertisements and public notices in a newspaper.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, as follows:**

**SECTION 1.** The foregoing recitals are true and correct and are incorporated by reference into this Ordinance.

**SECTION 2.** This Ordinance shall create a new Article IX of Chapter 2 of the Code of Ordinances of Brevard County, Florida, entitled "LEGALLY REQUIRED ADVERTISEMENTS AND PUBLIC NOTICES."

## **ARTICLE IX. – LEGAL ADVERTISEMENTS AND PUBLIC NOTICES**

**SECTION 3.** Section 2-261 of the Code is hereby created to read as follows:

### **Sec. 2-261. – Short title.**

This article will be known and may be cited as the Brevard County Legal Advertisements and Public Notices (“Legal Advertisements and Public Notices”) Ordinance.

**SECTION 4.** Section 2-262 of the Code is hereby created to read as follows:

### **Section 2-262. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

*Publicly accessible website* means the county’s official website or other private website designated by the county for the publication of legal notices and advertisements that is accessible via the Internet.

**SECTION 5.** Section 2-263 of the Code is hereby created to read as follows:

### **Sec. 2-263. – Publication of legal advertisements and public notices.**

- (a) Whenever by Brevard County ordinance, resolution, board policy, or administrative order an official or legal advertisement, publication, or notice in a newspaper is directed or required, such advertisement, publication, or notice may be published on a publicly accessible website in lieu of newspaper publication.
- (b) A link to advertisements and public notices published on a publicly accessible website as provided in this article shall be conspicuously placed on the homepage of the county’s official website.
- (c) All advertisements and public notices published on a publicly accessible website as provided in this article must be in searchable form and indicate the date on which the advertisement or public notice was first published on the website.

**SECTION 5.** Sections 2-264 through 2-270 of the Brevard County Code of Ordinances shall be reserved.

**Sections 2-264 – 2-270. - Reserved.**

**SECTION 6.** Conflicting provisions. In the case of direct conflict between any provision of this Ordinance and a portion or provision of any other appropriate federal or state law, the more restrictive shall apply.

**SECTION 7.** Severability. The provisions of this Ordinance are declared to be severable. If any section, paragraph, sentence, clause, or phrase herein, is, for any reason, held to be invalid or unconstitutional, by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses, or phrases. Such remaining sections shall remain in effect, it being the intent that this ordinance shall remain in effect notwithstanding the invalidity of any part.

**SECTION 8.** Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Brevard County Code of Ordinances; and that the sections of this ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**SECTION 9.** Effective date. A certified copy of this ordinance shall be filed with the Office of the Secretary of State, State of Florida within ten (10) days of enactment. Unless specified otherwise, this ordinance shall take effect immediately upon adoption and filing as provided by law.

DONE, ORDERED AND ADOPTED, in regular session, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Attest:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

BY: \_\_\_\_\_  
Rachel Sadoff, Clerk

BY: \_\_\_\_\_  
Rita Pritchett, Chair  
(as approved by the Board on \_\_\_\_\_)

( S E A L )





# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## New Business - Add-On

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J.1.

3/21/2023

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### **Subject:**

Approval Re: Material Removal Agreement with Florida Inland Navigation District for Spoil Material - District 1

### **Fiscal Impact:**

To be determined based on the amount of material removed from the site at a rate of \$0.20 per cubic yard. Each department will be responsible for paying this removal fee.

### **Dept/Office:**

Public Works/Finance and Contracts Administration

### **Requested Action:**

It is requested the Board of County Commissioners approve and authorize the Chair to execute the Material Removal Agreement with the Florida Inland Navigation District for removal of spoil material from DMMA BV-2C for use by the County. It is further requested the Board authorize the County Manager permission to execute future contract-related documents contingent upon review and approval by the County Attorney, Risk Management, and Purchasing Services.

### **Summary Explanation and Background:**

The Material Removal Agreement with the Florida Inland Navigation District (FIND) enables the County to use spoil material, located DMMA BV-2C in North Brevard, which is ideal for roadway construction and maintenance. Subject to approval by FIND, other County departments, such as Parks and Recreation, may seek to use the FIND site for their projects, such as shoreline restoration and stabilization. The User Department from the County shall pay FIND an administrative removal fee in the amount of \$0.20 per cubic yard of material removed. The Agreement will terminate on January 31, 2028, unless extended by an amendment approved by both parties.

The Agreement has been reviewed and approved by the County Attorney and Risk Management.

### **Clerk to the Board Instructions:**

Please return the Material Removal Agreement to the Public Works Department for further execution by FIND.

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b>		<b>2. Amount:</b>	
<b>3. Fund/Account #:</b>		<b>4. Department Name:</b>	
<b>5. Contract Description:</b> Material Removal Agreement with Florida Inland Navigation District BV-2C Site			
<b>6. Contract Monitor:</b> Jeanett Scott		<b>8. Contract Type:</b>  INTERGOVT/STATE	
<b>7. Dept/Office Director:</b> Marc Bernath			
<b>9. Type of Procurement:</b> Other			

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

#### COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

### APPROVAL

#### COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Purchasing

☐
☐

Risk Management

☒
☐

County Attorney

☒
☐

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

## MATERIAL REMOVAL AGREEMENT

THIS MATERIAL REMOVAL AGREEMENT (“Agreement”) dated as of this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, hereinafter referred to as “DISTRICT,” and BREVARD COUNTY, FLORIDA a political subdivision of the State of Florida, hereinafter referred to as “COUNTY.”

### RECITALS

- A. DISTRICT is the owner of a parcel of land located in Brevard County, Florida and known as “Dredge Material Management Area BV-2C,” as more particularly described in Exhibit “A” attached hereto and made a part hereof by reference (“DMMA BV-2C” or “Premises”).
- B. COUNTY is a political subdivision of the State of Florida.
- C. COUNTY desires to obtain fill material from DMMA BV-2C for roadway construction and maintenance (the “Permitted Use”), more particularly described in Exhibit “B”.
- D. COUNTY has requested the DISTRICT to allow the COUNTY to remove spoil material from the Premises for use in the Permitted Use.
- E. DISTRICT has determined that it will benefit the DISTRICT to allow the COUNTY to remove spoil material from the Premises, as this will help create additional capacity for future dredging events in connection with the maintenance and improvement of the Intracoastal Waterway.
- F. DISTRICT willingly allows the COUNTY to remove spoil material for use in the Permitted Use, upon the terms and conditions of this Agreement.

### WITNESSETH

Therefore, in consideration of the terms below, the sufficiency of which is mutually acknowledged, DISTRICT and COUNTY agree that:

#### 1. INCORPORATION OF RECITALS

The foregoing recitals are true, correct and incorporated herein by reference.

#### 2. CONSENT TO REMOVAL OF SPOIL MATERIAL

- a) DISTRICT hereby consents to the removal of some or all of the spoil material from DMMA BV-2C exclusively for use in the Permitted Use. The Agreement shall terminate on January 31, 2028 unless extended by an amendment approved by both parties. Prior to the removal of any spoil material from the Premises, the COUNTY

shall submit a detailed spoil material removal plan (“Plan”) to the DISTRICT for approval by the DISTRICT’s Engineer. The Plan shall insure, among other things, that the integrity of the dikes, weirs, storm water management system, monitoring wells, fences, gates, roadways and other facilities are not compromised. The COUNTY and its contractors shall comply with the Plan at all times. The Plan shall include an estimated quantity of spoil material to be removed.

- b) COUNTY shall complete, or cause to be completed, the Project in an orderly and efficient manner. The COUNTY shall restore the Site and access roads to the Site to their pre-approved uses condition unless otherwise agreed to by the District. The COUNTY shall not excavate into the existing dikes and ramps nor lower than the basin’s constructed bottom elevation as shown on Exhibit D. The COUNTY must ensure the perimeter ditch is not blocked with fill material, both during their operations and prior to demobilizing from the site. Once the dredged material removal is completed, the COUNTY shall re-grade the remaining interior basin so that drainage freely flows toward the weirs.
- c) Prior to the removal of any spoil material from DMMA BV-2C, the COUNTY shall submit a detailed spoil material removal plan (“Plan”) to the DISTRICT for approval by the DISTRICT’s Engineer. The Plan shall clearly indicate how the dredged material will be removed from the Site, the equipment utilized for removal, and shall contain a site plan showing all loading areas, haul routes, staging areas, and equipment storage areas. This Plan will describe the means and methods of offloading and how these relate to ongoing operation and the geotechnical stability of the Site; and the timeline for the commencement and completion of the removal of dredged material from the Site. The Plan shall insure, among other things, that the integrity of the dikes, weirs, stormwater management system, monitoring wells, access roads, fences, and gates, and all other facilities pertinent to the DISTRICT Site are not compromised.
- d) The COUNTY shall provide a signed and sealed pre- and post-construction topographic survey of the Site that depicts the conditions of the Site and provides a detailed comparison of pre-removal and post-removal topographic survey conditions. Survey will include access ramps, access roads, placement and elevation of internal and external berms, surface drainage, seepage drainage, and erosion control features, etc. This submittal will include AutoCAD files of the site plan with detailed 3-D terrain model to demonstrate the quantity of dredged material placed and subsequently removed from the site. In addition to the topographic surveys, the COUNTY shall provide documentation to detail the amount of material removed from the site. This documentation shall include, at a minimum, a written log that lists the total number of trucks and their respective capacities for the duration of the material offloading process.

- e) The COUNTY shall, through its agents and employees, secure the Site and prevent the unauthorized use of the DISTRICT's property or any use thereof not in conformance with this Agreement during any material removal operation.
  - f) Any structures, improvements, or signs constructed by the COUNTY in accordance with a plan approved by the DISTRICT shall be removed by the COUNTY at the termination of this Agreement. No trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of the DISTRICT. Removable equipment and removable improvements placed on the Site by the COUNTY and shall be removed by the COUNTY upon termination of this Agreement.
  - g) In consideration for the privilege herein granted, the COUNTY shall not claim any damages from the DISTRICT in connection with, or on account of, the COUNTY's performance under this Agreement; and, as between the parties, the COUNTY shall be solely responsible for any injuries or damages arising in or on the Site while being used by the COUNTY and its agents, representatives and employees. The COUNTY shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28 Florida Statutes, and shall be responsible for the acts and omission of its officers, employees, representatives, and agents in the event that such acts or omissions result in injury to persons or damage to property. The DISTRICT does not warrant or represent that the Site is safe or suitable for the purposes for which the COUNTY is permitted to use it, and the COUNTY assumes all risks in its use.
  - h) The COUNTY shall require any third-party contractors and subcontractors to provide insurance as specified in Section 9 of this Agreement.
  - i) The COUNTY shall insure that the COUNTY's employees and any third-party contractors and subcontractors are familiar with and fully comply with the Dredged Material Removal Plan, including the requirement to avoid excavating into the berms and benches.
  - j) The COUNTY acknowledges and agrees that the COUNTY's use of the Site during the term of this Agreement is not exclusive and that the DISTRICT reserves the right to use the Site for or allow the U.S. Army Corps of Engineers to use the Site for maintenance dredging of the Intracoastal Waterway, and that such reserved right is superior to COUNTY's rights hereunder.
3. PAYMENTS:
- a) COUNTY shall pay DISTRICT an administrative removal fee in the amount of \$0.20 per cubic yard of material removed. The COUNTY acknowledges that any removed

material shall only be utilized for the Permitted Use. Upon completion of the Permitted Use, the COUNTY shall deliver to the DISTRICT a certified tally sheet of the volume of spoil material removed from BV-2C in order to calculate this applicable fee.

- b) COUNTY shall make any and all payments due hereunder to DISTRICT at that address set forth as follows unless otherwise notified by DISTRICT in writing:

FLORIDA INLAND NAVIGATION DISTRICT  
ATTN: EXECUTIVE DIRECTOR  
1314 MARCINSKI ROAD  
JUPITER, FL 33477-9427

- c) COUNTY shall pay all administrative removal fees without demand as required to be paid by COUNTY under this Agreement.

#### 4. USE OF PREMISES/CONDUCT OF BUSINESS:

- a) COUNTY and its authorized contractor shall occupy and use the Premises solely for the removal of spoil material for use in the Permitted Use. COUNTY shall not use the Premises or construct other improvements thereupon except as specifically provided above without DISTRICT's prior written consent.
- b) COUNTY and its authorized contractor shall, at COUNTY's expense, comply with all laws, ordinances and regulations of the United States, State of Florida and the County of Brevard, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises, and shall not make any use of the Premises which shall unreasonably disturb DISTRICT's neighbors or otherwise become a nuisance.
- c) The DISTRICT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. DISTRICT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered

#### 5. COUNTY'S FIXTURES AND ALTERATIONS:

- a) COUNTY agrees that it will not make any alterations (whether structural or otherwise), improvements or additions to the Premises.
- b) In addition to the above, COUNTY shall also procure from the appropriate governmental agencies all necessary permits and authorizations before proceeding with

any alteration, repair or improvement, and shall at all times comply with such permits and all conditions thereof, all at COUNTY's expense.

## 6. ASSIGNMENT:

- a) COUNTY shall not voluntarily, involuntarily, or by operation of law, assign, transfer, mortgage or otherwise encumber (herein collectively referred to as an "assignment") this Agreement or any interest of COUNTY herein, in whole or in part, nor permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of DISTRICT in each and every instance, which may be unreasonably and arbitrarily withheld. The consent of DISTRICT to any assignment shall not constitute a waiver of the necessity for such consent to any subsequent assignment. If this Agreement or any interest of COUNTY herein be assigned or if the whole or any part of the Premises be used or occupied by others after having obtained DISTRICT's prior written consent thereto, COUNTY shall nevertheless remain fully liable for the full performance of all obligations under this Agreement to be performed by COUNTY and COUNTY shall not be released therefrom in any manner.
- b) Should COUNTY, in violation of the provisions of this Paragraph, assign this Agreement, or allow the Premises to be used or occupied by others without obtaining DISTRICT's prior written consent, then such assignment or occupancy shall be null and void and of no force and effect. Such act on the part of COUNTY shall be deemed a default of COUNTY entitling DISTRICT to exercise any of the rights and remedies therefor as set forth in Paragraph 13 hereof.

## 7. LIENS

- a) Mechanics' or Materialmen's Liens: COUNTY shall not cause any liens of mechanics, laborers or materialmen to stand against the Premises for any labor or material furnished or claimed to have been furnished to COUNTY in connection with any work of any character performed or claimed to have been performed on the Premises, by or at the direction of COUNTY.
- b) If the Premises or any part thereof or COUNTY's interest therein becomes subject to any suppliers, vendors, mechanics, laborers, materialmen's or other lien, encumbrance or charge (collectively hereinafter called a "lien"), other than a lien caused by the actions of the DISTRICT, COUNTY shall promptly notify DISTRICT of the filing or the threatened filing of any such lien, shall promptly cause the lien to be satisfied or transferred to other security.
- c) DISTRICT's Liability for COUNTY's Liens: It is hereby agreed by the parties hereto that DISTRICT will not be liable for any labor, services or materials furnished or to

be furnished to COUNTY or to anyone holding the Premises, or any part thereof, through or under COUNTY, and that no liens for any labor or material shall attach to or affect the interest of DISTRICT in and to the Premises. All contracts for construction or repair shall contain the above cautionary language and shall require all subcontractors, materialmen and laborers to be so advised. Failure of COUNTY to so notify and advise such contractor(s) in writing prior to the commencement of any work to be performed shall constitute a default hereunder and entitle DISTRICT to those rights and remedies set forth in Paragraph 17 hereof.

#### 8. LIABILITY OF DISTRICT/WAIVER/INDEMNIFICATION:

- a) As a consideration for the making of this Agreement and in light of the fact that COUNTY has had the opportunity to make such inspections and tests as COUNTY, in COUNTY's judgment, has deemed necessary, COUNTY accepts the Premises in its "As-Is Condition" and DISTRICT shall not be liable for any condition, latent or patent, existing in, on or under the Premises, nor for injury or damage which may be sustained to person or property of COUNTY or any other person caused by or resulting from water, rain, groundwater, soil, sand, silt or any other material which may leak or flow from or into any part of the Premises or from the breakage, leakage, obstruction or other defect of the dikes, pipes, weirs, or other fixtures, from noise, vibration, smoke or odors emanating from the Premises, or from any other source or cause whatsoever, nor the interference with light or incorporeal hereditaments, specifically excluding from such indemnification such damage or injury which results from the gross negligence of DISTRICT, nor shall DISTRICT be liable for any defect in the Premises, latent or otherwise, except as provided by law.
- b) Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the DISTRICT against any actions, claims or damages arising out of the COUNTY'S negligence in connection with this Agreement, and the DISTRICT shall indemnify, defend and hold harmless the County against any actions, claims, or damages arising out of the DISTRICT negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.
- c) COUNTY shall include in any construction contract for work upon or involving the Premises that the contractor shall indemnify and hold harmless the COUNTY and DISTRICT, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the



- negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the construction contract.
- d) COUNTY shall be responsible for the payment of any fines or administrative penalties assessed and any remedial or mitigation actions required due to or arising out of any violation or alleged violation by COUNTY or COUNTY's employees, agents or contractors of laws, ordinances and regulations of the United States, State of Florida, and the County of Brevard, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises.
  - e) The provisions of this Section 8 shall survive the termination of this Agreement.

## 9. INSURANCE

- a) COUNTY will keep in force, with companies and in a form acceptable to DISTRICT, at COUNTY's expense, during the term of this Agreement and any extension or renewal thereof, during the term of the License, and during such other time as COUNTY occupies the Premises or any part thereof, commercial general liability insurance with respect to the Premises with a minimum Two Million Dollars (\$2,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof.
- b) COUNTY will further deposit a certificate (s) of insurance for all policies of insurance required by the provisions of this Paragraph 9 together with satisfactory evidence of the payment of the required premium or premiums therefor with DISTRICT **at or prior to the commencement date and before first utilizing the Premises**, and upon renewals of such policies not less than fifteen (15) days prior to the expiration of the term of such coverage. At DISTRICT's option, COUNTY shall deliver copies of insurance policies and all endorsements thereto, together with a certificate that such copies are true and complete.
- c) All policies of insurance required to be carried by COUNTY by Paragraph 9 (a) hereof shall provide that the policy shall not be subject to cancellation, termination or change except after thirty (30) days prior written notice to DISTRICT and shall name DISTRICT as an Additional Insured.
- d) All such policies required hereunder shall be obtained from companies licensed, organized and authorized to do business in the State of Florida.
- e) The COUNTY's insurance shall be primary insurance as respects the DISTRICT, its Commissioners, officers, employees and agents, and any insurance or self-insurance maintained by the DISTRICT, its Commissioners, officers, employees and agents shall be excess of the COUNTY's insurance and shall not contribute to it.

- f) The policies shall contain a waiver of subrogation against the DISTRICT, its Commissioners, officers, employees and agents for any claims arising out of the work of the COUNTY.
- g) The policy may provide coverage which contains deductible or self-insured retentions of not more than \$50,000.00 as to COUNTY and no deductible or self-insured retention as to any additional insured without prior approval of the DISTRICT. The COUNTY shall be solely responsible for deductible and/or self-insured retention.
- h) Liability insurance carriers must have a Best's "Financial Strength Rating" of at least "A-" and a "Financial Size Category" of a minimum of "VII" and must be admitted in the State of Florida.
- i) If used to satisfy the minimum coverage, Umbrella Liability or Excess Liability insurance must be maintained with coverage at least as broad as the underlying policies. This insurance shall be in addition to and in excess of any other insurance coverages required hereunder. The applicable policies of insurance shall indicate which policies the Umbrella Liability or Excess Liability includes as underlying and a deductible or self-insured retention of not more than \$50,000.00 as to COUNTY (unless approved in writing by the DISTRICT) and no deductible or self-insured retention as to any additional insured.
- j) COUNTY may substitute a general liability policy issued to COUNTY's contractor provided that such policy names both COUNTY and DISTRICT as "additional insureds" and otherwise meets the requirements of this Section 9.

#### 10. REPAIRS AND MAINTENANCE OF PREMISES

- a) COUNTY shall at all times at its sole cost and expense keep and maintain the Premises in good order, condition and repair and shall not commit or suffer any waste on the Premises.
- b) COUNTY will repair promptly at its own expense any damage to the Premises caused by bringing into the Premises any property or equipment for COUNTY's use, or by the installation or removal of such property or equipment, regardless of fault or by whom such damage shall be caused.
- c) COUNTY, at COUNTY's sole cost, shall completely remove COUNTY's materials and equipment from the Premises and properly dispose or reuse the same not later than January 31, 2028.

- d) In the event COUNTY defaults in the performance of any of its obligations under this Paragraph 10, DISTRICT, in addition to DISTRICT's other remedies under this Agreement, at law or in equity, may, but shall not be obligated to, cure such default, following reasonable notice and opportunity for County to cure such default on behalf of COUNTY and COUNTY shall reimburse DISTRICT upon demand for any sums paid or costs incurred curing such default.
- e) The provisions of this Paragraph 10 shall survive the termination of this Agreement.

## 11. EVENTS OF DEFAULT

The following shall constitute Events of Default:

- a) If COUNTY defaults in the payment of any sum of money due hereunder and such default shall continue for three (3) days after the date of notice from DISTRICT to COUNTY.
- b) If COUNTY defaults in fulfilling any of the other covenants of this Agreement on COUNTY's part to be performed hereunder and such default shall continue for the period of thirty (30) days after notice from DISTRICT to COUNTY specifying the nature of said default, or, if the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said thirty (30) day period, if COUNTY shall not in good faith have commenced the curing or remedying of such default within such thirty (30) day period and shall not thereafter diligently proceed therewith to completion.

## 12. REMEDIES IN EVENT OF DEFAULT

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or DISTRICT.

## 13. Notices

Each notice, correspondence, document or other communication (collectively, "Notice") required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery (including delivery by services such as Federal Express) or by depositing it with the United States Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party as follows:

If to COUNTY:                      Brevard County

With copy to:

If to DISTRICT:

Florida Inland Navigation District  
1314 Marcinski Road  
Jupiter, Florida 33477  
Attention: Executive Director

With a copy to:

Peter L. Breton, Esq.  
The Law Office of Peter L. Breton, PLLC  
2427 Ashbury Circle  
Cape Coral, FL 33991

Except as provided herein to the contrary, Notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the third mail delivery day after the day of mailing as provided above, and the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt so deemed. In addition, the inability of the United States Postal Service to deliver because of a change of address of the party of which no Notice was given to the other party shall be deemed to be the receipt of the Notice sent. Changes of address and persons to whom Notice shall be addressed shall be made by Notice hereunder.

#### 14. MISCELLANEOUS

- a) COUNTY has inspected the Premises and is familiar with its present condition and takes said Premises in "As-Is" condition.
- b) The failure of DISTRICT or COUNTY to take any action against the other for

violation of any of the terms of the Agreement shall not prevent a subsequent act of a similar nature from being a violation of the Agreement.

- c) No act or agreement to accept surrender of the Premises from COUNTY shall be valid unless in writing signed by the parties hereto.
- d) This Agreement fully and completely expresses all agreements and understandings of the parties hereto. Furthermore, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated unless in writing and signed by the parties hereto.
- e) THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR COUNTY'S USE AND OCCUPANCY OF THE PREMISES.
- f) COUNTY hereby acknowledges COUNTY's responsibility to insure COUNTY's property maintained within or upon the said Premises at COUNTY's expense.
- g) COUNTY shall not change or install additional locks on any gates without DISTRICT's express written consent. In the event COUNTY changes or installs additional locks, COUNTY shall provide DISTRICT with duplicate keys therefor at COUNTY's expense.
- h) If any term or condition of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall not be affected thereby, and this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- i) This Agreement shall not be recorded in the Office of the Clerk of any Circuit Court in the State of Florida, except that DISTRICT may file a memorandum of this Agreement.
- j) This Agreement shall be construed under the laws of the State of Florida.
- k) The Section headings of this Agreement are for convenience only and are not to be considered in construing the same.

- l) This Agreement may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or an e-mail signature serving as an original thereof.
- m) Each party represents and warrants to the other that: (a) it is duly authorized and competent to execute this Agreement; (b) it has all necessary power and authority to enter into this Agreement and to perform the agreements contained in this Agreement; and (c) the person signing this Agreement on behalf of such party is authorized to execute and deliver this Agreement on behalf of such party.
- n) The parties participated in the drafting of this Agreement and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of: or against, any party in interpreting this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the year and date aforesaid.

APPROVED TO FORM AND  
LEGAL SUFFICIENCY:

AS TO LANDLORD:  
FLORIDA INLAND NAVIGATION DISTRICT

\_\_\_\_\_  
Peter L. Breton, Esq., General Counsel

\_\_\_\_\_  
J. Carl Blow, Chair

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST:

AS TO COUNTY:

\_\_\_\_\_  
CLERK

Brevard County, a political subdivision of the  
State of Florida

BY: \_\_\_\_\_  
Rachel Sadoff, Clerk of the Court

BY: \_\_\_\_\_

NAME: Rita Pritchett

TITLE: Chair

As approved by the Board on 3/21/2023

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: *Alex Gause*  
*Deputy*  
ASSISTANT COUNTY ATTORNEY

DATED: 3/16/23

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

## EXHIBIT A

## LEGAL DESCRIPTION OF DMMA BV-2C

A PORTION OF INDIAN RIVER PARK SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 107 OF THE PUBLIC RECORDS OF BREVARD COUNTY, LYING IN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF WHEELER ROAD (A 40' RIGHT OF WAY) AND THE WASTERLY RIGHT OF WAY LINE OF DIXIE WAY (A 60' RIGHT OF WAY); THENCE NORTH 78 DEGREES 17 MINUTES 35 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAT LINE OF SAID WHEELER ROAD, A DISTANCE OF 3845.43 FEET TO A POINT OF THE WESTERLY RIGHT OF WAY LIINE OF THE FLORIDA EAST COAST RAILWAY COMPANY (A 200' RIGHT OF WAY); THENCE SOUTH 13 DEGREES 42 MINUTES 53 SECONDS EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY, A DISTANCE OF 3238.59 FEET TO A POINT OF THE SOUTHERLY RIGHT OF WAY OF AURANTIA ROAD (A 60' RIGHT OF WAY); THENCE SOUTH 78 DEGREES 18 MINUTES 11 SECONDS WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID AURANTIA ROAD, A DISTANCE OF 312.70 FEET TO THE NORTHWEST CORNER OF BLOCK 33 OF SAID INDIAN RIVER PARK SUBDIVISION; THENCE SOUTH 13 DEGREES 27 MINUTES 03 SECONDS EAST ALONG THE WESTERLY LINE OF SAID BLOCK 33, A DISTANCE OF 610.01 FEET; THENCE SOUTH 76 DEGREES 18 MINUTES 11 SECONDS WEST, A DISTANCE OF 1900.00 FEET TO A POINT OF THE WESTERLY RIGHT OF WAY LINE 13 DEGREES 27 MINUTES 06 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID 40 FOOT ROAD, A DISTANCE OF 670.01 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF INDIAN RIVER AVENUE (A 60' RIGHT OF WAY); THENCE SOUTH 70 DEGREES 18 MINUTES 11 SECONDS WEST ALONG THE NORTHERLY RIGHT OG WAY LINE OF SAID INDIAN RIVER AVENUE, A DISTANCE OF 1565.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID DIXIE WAY; THENCE NORTH 16 DEGREES 44 MINUTES 26 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID DIXIE WAY, A DISTANCE OF 3162.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 311.39 ACRES MORE OR LESS.

SAID LANDS SITUATE, LYING, AND BEING IN BREVARD COUNTY, FLORIDA.



EXHIBT B  
BREVARD COUNTY ROAD CONSTRUCTION PROJECT



Site	BV-2C
Common Name	Scottsmore
County/City	Brevard/Unincorporated
Geographic Proximity	South of Scottsmoor Flatwoods
Acquisition Dates	Not located
Status	Constructed; 129255-001
Year Constructed	~1999
Reach/Cuts	BV-I / V-26 to BV-7
Site Acres	311
Basin Acres	169.19
Design Capacity (cy)	3,241,188

